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ABSTRACT

This study offers a comprehensive analysis of the process of gaining and implementing public school administrators' right to unionize. The first two chapters consider why school administrators perceive the need for negotiation rights. Chapter I incorporates literature on the changing role, status, and work ethos of educational administration. Chapter II discusses four approaches to affiliation that administrators may take: with community, top managers, teachers, or with one another in a union-like relationship. Chapter III surveys the process of public policy-making and its effects for school supervisors, focusing on the passage and implementation of California's Rodda Act. Chapter IV details the implementation of state labor laws by school districts and by state bodies in California and Florida. Chapter V analyzes the metamorphosis of school administrator associations from clubs to unions in response to state policies and presents comparative data on administrator organizations in six districts. Chapter VI, which explores changes in the ideology and attitudes of school administrators as local bargaining develops, reports a survey revealing that union membership and collective bargaining among school middle administrators are strongly related to the level of agreement with top managerial opinions. Chapter VII speculates on future developments in unionization of school administrators and other public sector supervisors. (MJL)

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# THE UNIONIZATION OF SCHOOL ADMINISTRATORS*

## A Study of Public Policy-Making and Labor Relations

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## AUTHORS' PREFACE

This book represents the first full-scale study of collective bargaining among public school school principals and other middle-rank supervisors since extensive public sector unionization began in the 1960's. Although a spate of research and books greeted public school teachers as they joined the ranks of America's unionized workers (1), little major inquiry has been made into collective negotiations for public sector supervisors in general and school administrators in particular (2). The topic is treated as if it did not exist.

Take a case in point. In 1968, during the bitter confrontation between representatives of the black community of Ocean Hill-Brownsville and the leadership of the school unions in New York City, news of the United Federation of Teachers (UFT) so dominated the media that the public had the misconception that the teachers were the only educators involved. Newspaper and later, scholarly studies, quoted Albert Shanker, the UFT president, at length about the teacher's position. Books by the armsful detailed every move Shanker made as he dealt with black leader Rhody McCoy, Mayor John Lindsay, and various other spokespeople for the state legislature, Ford Foundation, and other groups supporting the experiment in "community control" (3).* And when a series of strikes closed the public schools for its

1.2 million children, Shanker and the UFT gained most of the credit (or blame).

What seemed to escape the public eye and the analysis of many observers, however, was an event of great significance: the Council of Supervisory Associations (CSA), representing the city's 2,700 public school administrators, led by the late Walter Degnan, joined its colleagues, the teachers, on the picket lines. No one seemed to notice the fact that a group of principles was on strike (4)!

In 1974, that same group, the CSA, began to organize nationally. It brought together similar school administrators from such cities as Chicago, San Francisco, Baltimore, Boston, Washington, D.C., and St. Louis, as well as administrator associations from smaller communities and suburbs, to petition the American Federation of Labor-Congress of Industrial Organizations, AFL-CIO, for status as a national union affiliate. On July 9, 1976, in New York City, the AFL-CIO chartered fifty such administrator associations as the nation's first supervisory union within the labor movement--the American Federation of School Administrators (AFSA) (5). Again, without much notice, school supervisors have participated in a quiet revolution in American labor relations: middle managers engaging in collective bargaining with boards of education under the banner of the AFL-CIO.

By 1980, not only had some 12,000 principals and other middle-level administrators gained affiliation with AFSA through membership in their 72 locals, but nearly 21 percent of the nation's school administrators were negotiating collectively with boards of education, according to a survey by the National Association of Secondary School Principals (6). At last count, over 2,800 school districts had recognized associations of school administrators as the official bargaining group for principals and other supervisors (7). Issues settled at the negotiating table often included such traditional union concerns as salaries, fringe benefits, and the creation of such rights as formal grievance procedures, access to binding arbitration, as well as layoff policies stressing seniority. In short, school supervisors are just now bargaining over the labor-management concerns which have concerned other workers and managers for centuries.

Another important development has been overlooked. Much of this growth in supervisory unionization--in fact, the bulk of it--has been the result of major changes in state labor relations policies. Twenty-one states have laws that protect the right of supervisors in public jobs to be represented by a bargaining agent or union. In addition, even in some states without bargaining statutes, local boards of education in increasing numbers have decided, voluntarily and without enabling legislation, to negotiate with school administrators (8). So, besides the changes in local management-supervisor relations, we have also witnessed something of a revolution in public sector labor policies--a sharp departure from the laws in the private sector which deny legal protection to foremen and other supervisors in commerce and industry (9).

Finally, bargaining for school administrators has dramatically changed the internal workings of school systems. For almost a century, the school bureaucracy operated under the guiding principle of the so-called "management" or "administrative team," the notion that principals, assistant principals, and other similar administrators were a structural extension of the superintendents' authority (10). It was somehow tacitly assumed that whatever the superintendent as chief executive officer decided, the principals would follow. Decisions which were made at the top were to be carried out by those in the middle with a modicum of interference. The idea that a principal should ever need, much less want, a collective, independent voice in determining pay and working conditions was unthinkable. Such an idea verged on disloyalty, insubordination, if not mutiny itself.

But collective bargaining promises to change much of that. Now, for the first time, the tenets of adversarialism have challenged the management chain-of-command. While school middle administrators may follow orders as always in performing their daily duties in the job, on matters affecting their rights, jobs, and remuneration, they may seek the right of bilateral decisionmaking and procedural rights to settle differences between themselves and their superiors, the school board and superintendent.

This study is intended to be a broad one, trying to bring together the reasons for bargaining, its legal and policy underpinnings, and the impact of such a change in labor relations policies. In addition the study is exploratory; it draws some tentative conclusions about how changes in personnel policies occur. Since we confront fifty states, the District of Columbia, and thousands of local school districts, it is impossible to write with absolute certainty about how superintendents, boards, and middle administrators interact. Laws vary from place to place; court cases affecting the status of administrators are different from juridiction to jurisdiction, time to time. In addition the situation is in flux, broad current changes in education, such as declining enrollment, have an impact on the need for collective bargaining among school administrators.

Despite these difficulties, we can make some general statements about what is happening. Our research seems to indicate that an increasing number of middle level school administrators perceive the need for: (1) collective bargaining rights, (2) increased say-so in the operation of the school district, and (3) greater power in dealing with the community, teachers, pupils, and the official school hierarchy.

Such changes are important for several reasons. First, school administrators remain a vital cog in the school system's machinery. They stand at the nexus of policy-making and policy-implementation, at the intersection between top level policy formation and those who must carry out these decisions in the schools. Hence, changes in the attitudes of administrators, particularly around issues of governance, are vital to the continued improvement of school operations.

Second, school administrators are not alone in their movement toward the establishment of collective rights. Similar movement can be seen in other types of public sector supervisors: police sergeants and lieutenants, fire lieutenants and captains, public hospital nursing supervisors, subway supervisors, and supervisors in state, county, and municipal government. In fact, in a majority of states, supervisors are moving toward unionization, making school administrators part of a significant trend. What we learn about school supervisors, their problems, needs, and collective actions, is applicable to some extent to other jobs

Finally, the surge in supervisory unionism in education and other public sector employment may have an impact on the private sector where supervisors are not protected in their right to bargain. Perhaps, as policy-makers, courts, and employment relations commissions begin to recognize the effect of collective bargaining in schools and other public sector positions, they may begin to reconsider the ban on legal protectionfor factory supervisors, foremen, and so forth. Similarly, the federal employment sector has not permitted most of its supervisors to unionize; excluded are supervisors in the armed forces, postal service, and the hundreds of federal offices. Again, perhaps the precedent at the state and local levels will spill over into the federal jobs sector.

## The Associational Life of Principals as a Topic of Study--

Thus the case of school administrators who unionize poses a natural experiment to study the impact of unionization on other supervisory groups who may develop similar rights. In any event, this study seeks to fill a void in our collective understanding of a new and exciting area of labor activity. Prof. Cooper's interest in supervisory unionization began almost a decade ago at a meeting at the University of Chicago Center for Industrial Relations. Present were such scholars of occupations as Dan Lortie and Seymour Sarason. The occasion was the planning of a national study of what the principal does, using a survey of administrators in a number of school districts.

When he asked naively about the role or principals as a group in influencing school policies, he was informed that this was outside the concern of the study (11).

When we turned to the vast literature on the principalship, we learned there, too, that most researchers treated the topic psycho-socially, examining the work life of the model or typical administrator. He or she works in a particular setting, not as an occupational group with distinct needs and problems. What often passed as "research" on the principal as an individual actor were normative descriptions of administrative behavior: that is, what good, effective leaders should and should not do. Few treated the administrator as an occupational group and political force in the school district, much less on the state and national levels.

Sally, McPherson and Baehr, for example, inquired of 719 principals on "what principals do." While they found, interestingly, that such conditions as size of school and ethnic composition of the student body and staff exerted important influences on principals, we learn nothing about the relations among administrators nor the existence or impact of principals' associations on the school district operations (12).

Another innovative study of the "man in the principal's office" was conducted by Harry Wolcott. Using ethnography, he observed closely a single principal ("Ed Bell") over a long time period to record "certain aspects of human behavior in order to construct explanations of that behavior in cultural terms (13)." For our purposes, the Wolcott study is limited; like the Salley research, this book focused almost exclusively on the daily activities of principals in their school buildings. The only hint of a peer group outside the school came in a section of Wolcott's study entitled "peers and socializers." Here Wolcott explains that older principals sometimes initiate younger ones into the role of administrator:

> By reason of their long tenure in the school district, senior principals controlled a great deal of inter-personal information about their subordinates, their peers, and other long-term employees. . . . The extent and complexity of this network bore resemblances to the extensive kinship system which anthropologists have often collected from informants during field studies (14).

Further, he found that the principals association provided exposure and outlets for more ambitious administrators, but little political power for middle administrators as a group. Though Wolcott mentions that "the formal structure of their professional organization did provide a channel for politically mobile, career-oriented principals who wished to remain in their present professional role and still achieve greater visibility and power, (15)" no mention is made of the impact of this professional association as a political force on school policies, programs, wages, and conditions of work for administrators.

These abovementioned studies tend to isolate the principal by role or station. Other research has surveyed a large number of administrators, eliciting their feelings, attitudes, and behaviors. But these too have failed to provide essential data on the activities of principals as an occupational group, though we do learn about their attitudes toward collective negotiations. For example, the most revealing study was executed by the National School Board Association in 1976 in which a cross section of U.S. and Canadian principals were queried concerning labor relations. Forty-eight percent of those responding "said they regularly or occasionally find themselves seriously at odds with their superintendent and/or school board (16)." More dramatically, 86 percent of the responding principals reported that they were "in favor of state laws that will guarantee their right to bargain directly with school boards and will force school boards to bargain in good faith with principals (17)."

Thus, the School Board study indicates both the preconditions for collective action (basic disagreements with bosses) and the desire for statutory rights to collective negotiations among school administrators in the U.S. and Canada. Though such information is useful in exposing the inner feelings of administrators, it does not explain the process of gaining and implementing the right to unionize, which is the purpose of this study. Our analysis is accomplished in ~~four~~ five stages:

STAGE I: The Need for Collective Rights (Chapters I & II). This first part of this research centers on the question: Why do school administrators, as professionals, perceive the need for negotiations rights? Professor Cooper draws on the existing literature for his analysis of how the principalship has become a focus for the conflicting demands placed upon middle management in education. Such analysis takes us into the very heart of the dilemmas of being "middle management," caught between the top decision-makers (who expect loyalty without always including middle-rank supervisors in the deliberations) and various school constituencies, including militant teachers, often annoyed parents, concerned community members, and active students. This "life in the middle" has been a recurring theme since the advent of large-scale social systems, as witnessed by the image of the army sergeant, the shop foremen, and other non-commissioned supervisors who take the heat from above and below, tottering at the nexus between policy and implementation.

STAGE II: The Passage and Implementations of Laws and Policies (Chapter III). Once the need for collective action is established, the public laws and policies determine what course such collective bargaining and union recognition may take. How are these labor laws passed? What does the passage or non-passage of these policies tell us about the making and implementing of statutes, especially when legislators expect one outcome and get another? Using data from California and Florida, and his own experience as a student of legislative policymaking, Professor Nakamura discusses the process of policy-making and its outcomes for school supervisors.

STAGE III: Organizational Impact on Supervisory Unionization (Chapters IV & V). Laws made in state capitals are implemented in local school districts. Since administrator associations are organizations which live within a larger system, the school district, it is important to study the impact of changes in labor policy on local school districts and school administrator organizations. Using comparative data from six local school districts, we trace the changes that occur as various state policies enabling or prohibiting school administrator bargaining are put into action. What changes occur in local school administrator associations as they receive the right to unionize? What changes in affiliation patterns, interactions with the superintendent, and so forth can be established as a result of collective bargaining?

STAGE IV: Changes in Managerial Outlook (Chapter~~s~~ VI

As local bargaining develops, what changes occur in the ideology and attitudes of school administrators? Using a selected random sample of principals, assistant principals, supervisors, and superintendents in New Jersey, we examine the "managerial identification" of administrators to see if bargaining has affected their way of thinking about management. If the old view of school management holds, then principals and superintendents should basically agree on how the school district should be run. If, on the other hand, bargaining has affected their outlook, then perhaps principals (particularly if they bargain and are part of the AFL-CIO) see the world in a much more "pro-labor" way. Such data are valuable in assessing the outcomes of collective bargaining and unionization.

STAGE V: The Implementation for Management and School Organization (Chapter VII). Finally, we shall assess the overall implications of collective bargaining among school administrators and supervisors. What might the future hold? Will the nation move to a uniform federal law enabling (or denying) school and other supervisors the right to bargaining? Will the private sector model prevail? Or will the current approach being used in 29 states and the District of Columbia be extended to all the states?

What are the implications of bargaining for our understanding of how school systems function? Some have argued that schools are holistic, rationale bureaucracies which function to carry out systemic missions; others like Bacharach and Lawler(18) maintain that organizations are actually coalitions of conflicting, fractured units that vie with one another to control scarce resources.

Certainly the unionization of school administrators gives credence to the intra-organizational politics implicit in the latter viewpoint. As school administrators struggle to hold on to their authority, professionalism, and access to decent treatment, they walk the fine line between acting like managers and employees. What is the future of middle management in education? This final section of the study speculates on the trends in collective bargaining and school management.

Acknowledgement: This study was completed with the assistance of the National Institute of Education. The initial grant was approved by Denis P. Doyle. It was managed by James Fox. We appreciate Denis's faith and Jim's patience and help, as the years dragged on and our study grew. We should also mention the help of numerous people in the field who provided information and judgment, and who treated us with collegiality.

In New York City, we'd like to express our appreciation to Peter O'Brien, President of the Council of Supervisors and Administrators, and later head of the national AFL-CIO

union, the American Federation of School Administrators (AFSA). Also we wish to acknowledge the help of the late Walter Degnan, AFSA's first leader, and that of Al Morrison, the recently retired president. All these men were invaluable in providing a national perspective on the school administrator bargaining movement. Their attorneys, John Murray, and his predecessor, William W. Thompson, II, were patient in explaining the many legal concerns that surrounded bargaining, grieving, and lobbying for the union membership.

We would also like to thank the leadership of the New York City Local 1 of the CSA; in particular, President Ted Elsberg was generous with his time and help, as was Vice President Nicholas A. Neuhaus and Simpson Sasserath. As heads of the nation's largest middle administrator bargaining unit, these men were essential to our understanding of the function of administrator organizations with large staff, budgets, and resources.

In San Francisco, we interviewed and observed the leaders of the administrators association, Roland Demarias, President and Saul Madfes, Executive Director. Both provided useful insights into the passage and implementation of the Rodda bill, California's Public Employment Relations Act.

In Cleveland, we visited the Association of Administrators and Supervisors, a voluntarily recognized bargaining unit, since Ohio has no statute protecting the rights of any public employee to negotiate. In particular, thanks to William Tomko for his help. Also, Ross Fleming of the Ohio Council of Administrative Personnel Associations, the umbrella group of elementary and secondary principals in the state, was most supportive in our efforts to understand Ohio education politics.

In Dade County (Miami), Florida, we interviewed the head of the Dade County administrators group, Sandy Rubinstein, who explained to us the complex history of their bargaining group which voluntarily "decertified" itself when the state laws were about to revoke the group's bargaining protection, in exchange for a last, strong contract.

And in Minneapolis, we were assisted by an old friend and colleague, Dr. Byron Schneider, a high school principal, who provided access to the schools and insights into the inner workings of the city's three middle management bargaining groups: the principals association, the central office middle administrators, and the confidential employees organizations. He also explained in some detail why his bargaining association decided to affiliate with the Teamsters union; after receiving a zero-zero-zero pay increase for three years (1978-81).

Though we had the help and confidence of all these people and many more, the facts and conclusions in this study remain the responsibility of the authors.

## NOTES (Preface)

[1] See Myron Lieberman and Michael H. Moskow, COLLECTIVE NEGOTIATIONS FOR TEACHERS (Chicago: Rand McNally and Co., 1966); Edward S. Shils and C. Taylor Whittier, TEACHERS, ADMINISTRATORS, AND COLLECTIVE BARGAINING (New York: Thomas Y. Crowell Co., 1968); and T.M. Stinnett, TURMOIL IN TEACHING (New York: Macmillan Co., 1968). For a review of the vast and growing literature on educator collective bargaining, see Bruce S. Cooper, COLLECTIVE BARGAINING, STRIKES, AND FINANCIAL COSTS IN PUBLIC EDUCATION: A COMPARATIVE REVIEW (Eugene, Oregon: University of Oregon, Clearinghouse on Educational Management, 1982).

[2] To date, few studies of principals collective bargaining have been made. See Elliot Alexander, "Men in the Middle Seek Greater Value," NATIONAL ELEMENTARY PRINCIPAL, 51, 2 (October 1971), pp. 48-53; and Dee Schofield, COLLECTIVE NEGOTIATIONS AND THE PRINCIPAL (Arlington, Virginia and Eugene, Oregon: National Association of Elementary School Principals and ERIC Clearinghouse on Educational Management, 1976).

[3] See Mirian Wasserman, THE SCHOOL FIX, NYC, USA (New York: Simon and Schuster, 1971); Diane Ravitch, THE GREAT SCHOOL WARS: NEW YORK CITY, 1805-1973 (New York: Basic Books, 1974); and David Roger, 110 LIVINGSTON STREET: (New York: Random House, 1968) and Richard Magat, COMMUNITY CONTROL AND THE URBAN SCHOOL (New York: Praeger, 1970).

[4] For example, Ravitch in the GREAT SCHOOL WARS fails to trace the actions of the principals union at all; the Council of Supervisory Associations does not even appear in her index.

[5] For a description of the founding of the union, see Bruce S. Cooper, "Collective Bargaining Comes to School Middle Management," PHI DELTA KAPPAN, 58, 2 (October 1976), pp. 202-204.

[6] Data provided by telephone on most recent survey.

[7] See Bruce S. Cooper, "Collective Bargaining for School Administrators Four Years Later," PHI DELTA KAPPAN (October 1979), pp. 130-131.

[8] *Ibid.*, p. 131.

[9] For a review of the private sector laws on this subject, see *N.L.R.B. v. Bell Aerospace Co., Division of Textron, Inc.*, 72-1598 (1974).

[10] See "The Brewing--and, Perhaps, Still Preventable--Revolt of School Principals," THE AMERICAN SCHOOL BOARD JOURNAL, (January 1976), pp. 25-27.

[11] The research completed by this team was published as, Columbus Sally *et al.*, "What Principals Do: A Preliminary Occupational Analysis," in THE PRINCIPAL IN METROPOLITAN SCHOOLS, edited by Donald A. Erickson and Theodore L. Reller (Berkeley, California: McCutchan, 1979), pp. 22-39.

[12] *Ibid.*, p. 37.

[13] Harry Wolcott, THE MAN IN THE PRINCIPAL'S OFFICE (New York: Holt, Rinehart and Winston, 1973), p. ix.

[14] *Ibid.*, p. 222.

[15] *Ibid.*, p. 96.

[16] National School Board Association, COLLECTIVE BARGAINING--PRACTICES AND ATTITUDES OF SCHOOL MANAGERS, Research Report 1977-2 (Washington, D.C., 1977).

[17] *Ibid.*, pp. 25-26.

[18] Samuel B. Bacharach and Edward J. Lawler, POWER AND POLITICS IN ORGANIZATIONS (San Francisco: Jossey-Bass, 1980).

# CHAPTER I

## LIFE IN THE MIDDLE

At the outset of any study of an occupational group, we need to know something about how members of that group view themselves. This chapter sketches the conditions that shape those conceptions. One fact shapes these conceptions more than any other. Principals and other educational supervisors are people whose jobs place them in the middle between well defined groups.

Nearly all accept the dictum: employees unionize; managers do not. But what about "middle managers," that diverse group of front-line supervisors and middle-rank administrators? Their lot is somewhat more ambivalent and confusing. For while they often bear a major responsibility for implementing and interpreting organizational policies, and they could be considered "managerial," they usually lack the real authority to make and significantly change operating procedures. In that regard they share with workers some sense of powerlessness and vulnerability. These supervisors, then, work without the influence of executive status and without the force of numbers and organization enjoyed by rank-and-file employees. And, perhaps most seriously, supervisors have failed to create a comfortable occupational identity for themselves--being trapped somewhere between the rock of managerial expectations and the hard place of employee-like status (1).

The ambivalent place of supervisors can be seen by examining the history of that status in the private sector and then looking at their fate in education. The right and legitimate place of supervisors in the organizational scheme of things has been a topic of fierce debate since the 1930's when industrial foremen unionized in large numbers, went out on strike against the automobile industry, and asserted their organizational independence by establishing the 40,000-member Foreman's Association of America (FAA) (2). These moves, of course, precipitated revisions in the Taft Hartley Act which supported the position of those who contended that supervisors ought not to unionize like workers. The dilemma of life in the middle was not and is not confined to school supervisors, and much of what is said about other supervisors also applies to them. Shop foremen, for example, have been described in the industrial psychology literature as being "Janus-like," with one face toward management, and the other toward labor (3). This "life in two organizations (4)" can make a supervisors, to quote Fritz J. Roethlisberger, both "master and victim or double talk (5)."

In the 1940's, in an attempt to overcome their status as "marginal (6)" and "forgotten men (7)," industrial supervisors formed unions under interpretations of the

National Labor Relations Act of 1935. Such militancy was not popular, however, among the nation's corporate leaders, who lobbied Congress. These industrial managers feared the loss of control, productivity, and profits, should foremen divide their loyalties between the corporation and the union. So successful was the managerial campaign that in 1947, Congress legislated the Taft-Hartley act which denied legal protection to supervisors in the private sector--and all but killed the unionization movement among industrial supervisors (8).

The quandry of life in the middle did not end with the passage of the Taft-Hartley, however. Seven years after Congress passed the law, the problem of occupational uncertainty persisted, as discussed by Mann and Dent in the Harvard Business Review:

> Whether the supervisor is a member of management is an unsettled question. Sometimes he seems to be, sometimes he seems not to be. The Taft-Hartley act has defined the supervisor as legally a member of management, but psychologically, there still remains an ambiguity that disturbs management and supervisors as well. (9)

Hence, while an era of unionism for America's industrial supervisors had all but ended with Taft-Hartley, the confusion over the appropriate role of supervisors has remained very much an issue.

The Evolution of the Principalship: The road to collective bargaining was somewhat more complex and winding for public school principals and other supervisors. For unlike industrial foremen, public school principals and headmasters were clearly once managers, wielders of considerable authority over their schools. In the mid-nineteenth century, for example, many principals were "teaching administrators," gaining double authority as classroom instructors and school-wide leaders. In fact, the title "principal" is a shortened version of the descriptor "principal teacher," or one who is the head staff member (10).

Later, as school districts grew in size, the number of students assigned to each school grew to such a point that principal teachers began to give up their teaching function. There simply was not enough time to teach and administer to the increasing demands for central office leadership; demands on the principal's time came from within the school (teachers and students) and from outside the school (parents, downtown central office and board of education).

During this phase, the principal assumed extensive managerial authority, including, in the words of historian Paul Revere Pierce, "the efficient operation of elementary and secondary schools," "the control of local administrative procedures" and "classroom instruction," and direction of the "local school community" and "professional staff.(11)" Hence, by the 1950's, the school principal could boast of clear managerial functions, acting to influence the program for pupils in the school. Rarely could industrial foreman argue that they had near the discretion over their immediate environment that school supervisors had during this period.

A Changing Environment Shapes The Principalship: It was not until the 1960's that the position of principal underwent an enormous change in status, control, and legal constrictions. Though it is impossible to tell precisely what might have spurred some school administrators to seek the protection of collective bargaining, they do appear to be affected by several changes in the work environment.

1. Diminished Job Status: Most supervisors seem to suffer from an incongruity between their job expectations (as the historic leader of a school) and their real on-the-job influence. Certainly, public school principals were once fairly autonomous leaders with control over the hiring, firing, and disciplining of subordinates. Those were "good old days," bygone eras before teachers and school custodians diminished the principal's power, before central office moved the decision-making "downtown," leaving the principal to hold the responsibility for making things work without the room and resources to make necessary changes on site.

It seems clear that many school administrators now lack the wherewithal to meet the conflicting demands of their positions. As one bitter principal in New York City put it,

> If the [teachers] union had emasculated him

> as a boss, the bureaucracy has emasculated him as administrator. It gives the orders on teacher placement, controls the flow of substitutes, shapes the curriculum, dispenses the budget, promulgates "circulars" by the thousands, and demands reports in volume. . . . Badgered by the union and the Board, bludgeoned by the critics, buffeted by the community and its spokespersons, the principals' occupational psychology is to defend the status quo and their own expertise (12).

In a sense, the three key relationships in the administrators' work life have been disrupted: with top administration, teachers, and community.

First, the political control of education has shifted from the school to the district office. The "management team" notion, so strong in the 1950's has given way to a reality in which principals sometimes find themselves isolated from the authority and solace of being part of management. Second, the relations between principals and teachers are no longer supportive and trusting in many school systems. Even though principals had once been classroom teachers themselves, these middle administrators are no longer welcome in the teachers associations. Both the National Education Association (NEA) and the American Federation of Teachers (AFT) have become strong advocates of teachers rights--leaving the principals and other supervisors to fend for themselves. When Administrators were officially and dramatically ousted from the teachers organizations, the wall between administration and teachers were formalized (13).

Now many administrators and principals feel that they are given short shrift by school boards and superintendents in their dealings with the teachers union. Boards yield to the newfound power of the teachers, ignoring the financial and occupational needs of principals. One Michigan principal states his case as follows:

> School boards and their mouth piece superintendents had their chance to win us over and they flubbed it. They've given us volumes of empty talk about our being "managers" but absolutely no authority to manage anything. They've left us alone and unsupported while they've signed away everything to the teachers. And they've done it all directly--hardly consulting us. Now they don't just want us to live with their actions they actually expect us to enforce them. For principals, the handwriting is on the wall in capital letters: "FORM YOUR OWN UNIONS, OR DIE ON THE VINE (14).

So not only are school superintendents and boards somewhat distracted from the need of principals, but the boards are seen as responding to the militant teachers and thus hamstringing middle administrators still further.

Third, the political relationship between school administrators and the school community has seriously deteriorated since the 1960's. At first, it was the poor black and Hispanic communities which distrusted the white-controlled schools and who marched, protested, and boycotted to make their voices heard. Principals were often a convenient symbol of public authority--and were thus vulnerable targets. But, by the 1970's white families, middle class people had become similarly disconcerted about the declining quality and soaring costs. Again, parents often went after the building administrator as the obvious representation of the problems in the schools. What once had been reverence, bordering on fear (the principal as "priest of the parish" was Ellwood P. Cubberly's phrase), had turned to disdain and misunderstanding. The image of the principal which emerges from this critique was captured by Bernard Watson in his description of the modern urban principal:

> The popular picture of the urban principal is that of the man [and woman] in the middle, caught in a storm of angry and frequently contradictory demands. Beseiged by noisy delegations of students, parents, teachers, or community residents, he finds himself simultaneously to blame for poor facilities, too much homework, insufficient time for faculty planning, and students' misconduct on the way to school (15).

This description is obviously overblown; yet it captures the many administrators' perceptions about competing needs and demands.

Hence, changes in the relationship between principals and the important groups in their environment (the superintendent/school board, teachers, and community) have diminished the status of administrators as leaders. Few would disagree that running a school was easier when the leader had authority, respect, and autonomy. While certainly abuses occurred when a leader had such near total power, the current condition of perceived powerlessness may be worse. One might argue that it is often better to have someone in charge (no matter how bad) than to have a vacuum where the key administrator is supposed to be.

A rush to unionization, by principals who saw the "worst case" picture painted above, is understandable. Collective bargaining promises to provide unity and power in numbers to replace a lost sense of individual power, and it provides formal rules in the place of paternalistic familiarity.

2. Unclear Roles: The problem of deflated status is often compounded for school supervisors by the proliferation of new supervisory roles for specialists that confuse what is expected from supervisors who had (like the principal) been generalists with wide responsibilities. The problem of identity are twofold: the ambivalence of old generalist and the narrowly defined (and often idiosyncratic) specialties of new supervisors. When school were smaller, simpler, and less bureaucratic, the administrator ran his or her school. With the increases in the function of education and its consolidation and centralization, a whole new set of supervisory roles were generated. In fact, for every function, new or old (for example, psychological services, curriculum, special education, nutrition, vocational

education, testing, guidance, staff development, federal-state relations), there was often a supervisor and even an assistant supervisor. Further, these functions might often be subdivided between elementary, secondary, and continuing education, among the various geographic areas within the single, large system, and among top, middle, and lower levels within the same district--leading to even greater specificity and specialization. Hence, it might even be possible to hold the supervisory position of "Assistant Coordinator for Elementary Mathematics for Special Needs Children in School District 11".

Such differentiation of role prevents cohesive occupational identity from emerging. When school supervisory jobs had clear visibility and histories (like principal), it was possible to know who one was, what was expected, and what to look forward to. But, with the proliferation of a hodge-podge of positions, in different agencies, and with different responsibilities, it becomes virtually impossible for a clear community of interest and mutual protection to appear without some device like collective negotiations.

Hayford and Sinicropi, in their study of public sector supervisory unionization, noted still another problem concerning the identity of supervisors: the absence of definitions which allow for the separation of "supervisors" from rank-and-file "employees," particularly in the public sector. The wrote:

> . . . .Prior to the advent of collective bargaining upper level management seldom acted to draw a clear line between supervisors and rank-and-file employees. Developments such as these have created a great deal of role ambivalence among public supervisors and have led to the observation that the loyalties and attitudes held by these individuals often lie midway between the employee and upper level management (16).

But Hayford and Sinicropi failed to note yet another possible problem, the difficulty some administrators may have in separating their role from that of top management. As we have discussed earlier, school middle administrators are often not treated as true managers; yet unless they are designated as a separate category of employee (neither teachers nor top administrators), they have no basis for collective bargaining and a strong independent voice.

To summarize, the role of supervisor is riddled with complexity. As schools have taken on greater responsibility for the near total life of the child-- pre-school, in-school, adult, continuing education, and virtually all "special needs" of pupils-- the role of supervisor has grown immensely more diffuse. Such diversity has only worsened the already difficult life of school supervisors as they attempt to make sense out of their occupational world, defend the rights on the job, and take collective action, if any.

3. A New Ethos. Once a supervisor was so thankful to be chosen to lead that he or she was intensely loyal to management and to the enterprise. This sense of identification was particularly strong among educators, a genteel profession founded -- on the service and helping ethic. Thus, for teachers to unionize was unheard of; for principals, anathema. Educators, at all levels were dedicated to children, humanity and society, or so the litiny went.

In the 1960's the milieu of gentility changed, and with it, the basic outlook. Men entered education in large numbers. Women, too, became less willing to accept the argument that they (as spinsters or, second-string breadwinners) needed less pay than males in the same and in other professions. And the prevailing philosophy of being an educator shifted from "doing it solely for the children" to "doing for oneself" and other educators.

One detects a similar shift in attitude among administrators as well. Battered by the rising tide of teacher power, administrators sought to counter-balance their loss of status by participating in the new ethos of unionization. For a variety of reasons this change was not as dramatic as one might suppose. Many school administrators had been active in their teachers associations (and unions) in prior career stages. During this period, these administrators had learned techniques of bargaining (for teachers), grieving, affiliating and exercising collective power. When these men and women were promoted to supervisors and administrators, they simply transferred the attitude and skills to organizing their fellow administrators. As one interviewee in Detroit said,

> When I was the head of the teachers union, I helped to lead my fellow educators through throes of forming a bargaining group and bargaining that first contract. When I became principal, I formed a new administrators' association, won the representation election over all those other principal's clubs, and became the first president of the Organization of School Administrators and Supervisors. In fact, we picked up votes from all those elementary, secondary, curriculum, and vocational school administrators, even the central office supervisors.(17)

One might argue that what had once been a great escape hatch for ambitious teachers, involvement in the teacher's association, became a training ground for administrator collective bargaining later. Also, a favorite trick of the superintendent was to promote the outspoken teacher leaders to administration--thus silencing them by bringing them into the fold. But this technique backfired when activist teachers became activist administrators.

Second, administrators were not forming bargaining groups in a vacuum. Virtually all public employees and school employees were unionizing. Why would one automatically assume that principals would be any different?

Many saw themselves as simply participating in a trend that had swept the country.

Third, the laws and policies in many states allowed and even encouraged collective action. As we shall discuss at length in Chapter III, a shift in the policy ethos was answered at the local level by increased demand for the right to be represented in collective bargaining. Superintendents and school boards became accustomed to dealing with educators in bargaining relationships. In fact, one large city school superintendent, in a moment of candor, said that he "would rather deal with one, unified group of administrators than dozens of small opinion leaders" representing elementary, junior high, senior high, vocational education, principals, assistant principals, not to mention central office supervisors, district office supervisors, and the various other sub-groups like the black administrators, Jewish administrators' association, and pre-school directors.

Hence, there had been a clear change in the work ethos that preceded and surrounded the advent of collective bargaining. Whether this change "caused" unionization, or was part of a larger shift in working attitudes, is not clear. But what was obvious was that school supervisors worked under a different set of assumptions; these assumptions enabled school administrators to seek and receive the right to negotiate for themselves.

## Terminological Turmoil

Our research indicates the difficulty of life in the middle for an increasing number of school administrators and supervisors. Not all administrators unionized; in fact, the majority have not. But for an important minority located in large cities, and smaller districts in the industrialized, populous metropolitan areas, collective bargaining has become an avenue for redressing problems.

Before discussing bargaining and other ways of overcoming the role conflict dilemmas posed by supervisory life, we define two terms: "supervisor" and "collective bargaining." Both terms are vital to our understand of the field of labor relations for school principals.

### Definition

A first step in the analysis of any new phenomenon is a careful review and definition of terms and categories. Without a clear understanding of this nomenclature, we cannot hope to understand the process of policy-making and change for school administrators. A number of terms have been used thus far, such as "collective bargaining," "unionization," "supervisor," and "middle-level administrator."

In effect, two very different sets of terms are being combined: those which apply to labor relations mainly from the private sector and the traditional language of school administrator and organization. This section examines the traditional educational terminology first; it then attempts to apply them to the concepts of industrial and labor relations.

## From Education

The terms superintendent--referring to the school district's chief executive officer or manager--and teacher--meaning a professionally certified staff person who spends most of his or her time instructing children in the classroom--are both reasonably distinct and widely recognized categories. The terms for middle-level administrators are more confusing. Except for principal and assistant principal, titles for these positions are often imprecise and confusing. One hears such terms as "supervisor," "director," and "administrator," but their exact function and status in the hierarchy is not always clear. Most all principals are technically "administrators" and "supervisors," though in larger school systems, not all supervisors are necessarily principals.

Furthermore, the top executive, the superintendent, is also an administrator and often belongs to a national group, the American Association of School Administrators. Hence, the terms do not specify what level in the system an administrator or supervisor is operating.

From Labor Relations

Up until recently it mattered little what rung a particular job title occupied. In fact, all leaders from the assistant principal trough the superintendent wanted to be called "administrator"--and the categories were of little importance. But with advent of collective negotiations, the inclusion or exclusion of various ranks became critical in identifying the "community of interest" (those placed together for purposes of bargaining based on similar job descriptions and functions) and the proper "unit determination" (who should be in the bargaining association and who should be excluded).

Our research and studies by other scholars indicate that most states include employees for purposes of bargaining based on their function--not their title alone. Hence a "teacher" is placed into a bargaining unit with other teachers because of his or her function. In the parlance of labor relations, these educators become the "rank-and-file employees" who are universally permitted to negotiate under state laws which allow public employees to unionize.

Similarly, superintendents are deemed "management" and are prohibited from engaging in collective action with their school boards. Here then are the top and bottom of the bargaining system in education: teachers representing an "employee" or "labor" position and superintendent actively or passively functioning as the managerial agent for the board of education.

But what of the middle tiers, the principals, assistant principals, central office supervisors and directors? In most states, these middle administrators are excluded from joining the teachers bargaining unit; furthermore, often they are not truly "managerial" in function. Hence, in states with collective bargaining for administrators, they form an independent, separate category for negotiations. But what to call this group?

We have found no adequate descriptor--one that is precise enough to meet the legal standards of unit determination, universal enough to be recognizable by those who hold such jobs, and inclusive enough to fulfill the basic qualities of the job. "Administrator" is too broad--including virtually every educator who does not make a living teaching and who has any leadership responsibilities. "Supervisore" is too narrow, since principals do much more than supervise. Yet the term has wide use in the private sector and fits tidely into the three-tier system of labor relations that is emerging in education: that of teacher-as-employee, principal-as-supervisor and superintendent-as-manager. As such, the term "supervisor" has utility as a general label for mid-rank administrators who may engage in bargaining separate from their bosses, the superintendents and their subordinates, the teachers.

But in labor relations, the supervisor has had a mixed and confusing history. In the private sector, supervisors were given bargaining rights as "employees" in the 1940s by the courts, only to be lost in 1947 with the passage of the Taft-Hartley act. This law, and subsequent court rulings, asserted that supervisors were indeed "managerial employees" in that they "shared managerial authority," were "representatives of management," or found themselves in a "conflict of interest" in attempting to supervise employees who were also unionists.

In 1974, when a group of buyers in the Bell Aerospace Company attempted to form a bargaining unit and gain recognition, the National Labor Relations Board determined that such recognition and representation was legal and appropriate under the Taft-Hartley law. But the United States Supreme Court ruled otherwise: that buyers may not have a conflict of interest as unionists but that as buyers they do share in managerial discretion in that they act as corporate representatives in purchasing materials and services for Bell Aerospace. The high Court explained:

> . . . the Court concluded that Congress had intended to exlude all true "managerial employees" from the protection of the [Taft-Hartley] Act. It explained that this exclusion embraced not only employees "so closely related to, or aligned with, management as to place the employee in a position of conflict of interest between his

> employee on the one hand and his fellow worker on the other, but also one who is formulating, determining and effectuating his employers' policies or his discretion, independent of an employers' established policy, in the performance of his duties. (18)."

Such a broad definition of "managerial activities" all but eliminates the supervisor as a separate, identifiable job category--thus denying this group the protection of collective bargaining representation. Hence, under this strict interpretation of the legislative intent of the the Taft-Hartley law, one is either a worker-employee with the right to bargain, or a supervisor-manager-employer without such collective privileges.

The public sector has take a somewhat different tack, however. Twenty-nine states and the District of Columbia have legislatively and judicially established the "supervisor" as a separate and distinct occupational category--one protected in its right to seek union recognition. State public employment policies function to define the "supervisor" apart from the rank-and file and the manager. The New York state case is a good example.

In 1971, the Board of Education of the City of New York filed a petition with the New York Public Employment Relations Board to have the twelve-hundred principals at the elementary, junior high, middle, intermediate, senior high, and vocation high schools declared "managerial employees" and ineligible to participate in collective bargaining.

This case, decided in 1973, provides a useful and functional definition of supervisor as distinct from manager. Four criteria were used by the PERB, any one of which was sufficient to deem an administrator to be part of the management group: (1) if they formulate policy; (2) if they participate in collective negotiations on management's behalf; (3) if they play a major in administering the bargaining agreement; or (4) if they play a major role in personnel administration.

1. Formulation of Policy. Managers make policy; they determine and implement "the particular objectives of a government or agency thereof, in the fulfillment of its mission and the methods, means, and extent of achieving such objectives," according to PERB. The New York City school board argued that principals did set and carry out objective in their buildings. But PERB decided that building-level policy making was not sufficient for an administrator to be rules managerial. In PERB's statement:

> . . . their spheres of influence do not extend outside their individual schools. Moreover, the fact that each school will reflect the unique composition and needs of its students and community population, and its instructional program is the result of a fundamental policy determination at the City and at the Community Board level [and ~~does~~ is not a demonstration of managerial discretion at the school level]. Accordingly, I find that the employer has not established that the principals satisfy the first statutory criterion of managerial status (19).

In effect, according to the PERB ruling, a school manager in New York determines major, agency wide policies; principals control their school buildings only. And even there, PERB argued, important decisions are made by the school board for the entire district and are imposed on the principal's domain--robbing these administrators of their true managerial status. Hence, since PERB maintained that principals are not managerial, they become "supervisory" and are eligible for collective representation and negotiations.

2. Participation in Collective Negotiations. A second definition of manager involves collective bargaining itself. If an administrator has "direct involvement in the preparation for collective negotiations . . . or the negotiations process," then he or she is deemed managerial under the New York state law, the Taylor law. PERB examined the role of New York City principals in the District's negotiations with the teachers union. It found that principals were sometimes consulted by the Board's bargaining team on some topics. Hence, PERB concluded:

> The principals' advice was requested on only one of myriad negotiating topics. Second, they were present at the caucus (and would have functioned similarly at the negotiating sessions) as resource people, not in a decision-making capacity. (20)

Had principals sat at the bargaining table for school management, or acted as a major resource to the Board of Education, then perhaps PERB might have labeled them managers and banned them from bargaining themselves. It was clear in New York CIty, however, that the second requirement under the Taylor law--direct involvement in negotiations for management--was not met, according to PERB, because of "the de minimus nature and scope of principals' involvement."

Principals as supervisors--not managers--, assisted in the preparation for collective bargaining with teachers on an informal and irregular basis; they consulted with the board of education team but did not sit at the table. Thus, PERB ruled that principals were supervisors, not managers and could be represented in bargaining themselves.

3. Major Role in Contract Administration. Managers also have an important role to play in implementing the contractual agreement between employees (teachers) and the school district. Such behavior may involve being part of the grievance procedure on management's behalf, assigning teachers to duties, and consulting with employees (teachers) "about school policy and the implementation of the agreement." PERB determined that principals were not managerial in New York City: that is, these administrators failed to fulfill the contact administration function in three ways:

First, it is true that principals are often the first step in the teachers' grievance process: that is, teachers with a claim against the school district will usually file it with and against the principal as the representative of the school district. But, PERB contended:

> Persons, usually supervisors, whose function is to observe the terms of the agreement are fulfilled, to play a role in the administration of agreement but do not exercise the requisite degree of independent judgment; the same is true of supervisors who determine the first step grievance, since their participation is expected to follow "policy established at the higher level" (21)

PERB argued that to administer a grievance in a routine, formal manner without the discretion to act on the grievance claim is not to perform a managerial function. Hence, principals did not posses sufficient authority to adjudicate grievance, only to receive and pass them along.

Second, the teachers' contracts do permit principals "a modicum of discretion in personnel and program assignments" but not sufficient power to be true managers. According to the PERB decision on New York City, principals have long had such independence in setting class schedules, placing staff, and operating the curriculum. Hence, under the Taylor law, being managerment entailed something more than the traditional daily freedom of administration that principals have long enjoyed.

Finally, principals do meet monthly with teacher union leaders; PERB stated, however, that "if it is the employer's contention that the principals satisfy the third criterion simply by carrying out their contractual obligation to consult with the United Federation of Teachers, that is patently untenable." Therefore, these meetings do function in some small way to alter the contract of the District's "procedures or methods of operation," but like grievance procedures and staff assignment, are not sufficient enough to make the principal managerial.

4. Major Role in Personnel Administration. The Taylor law states that managers play a significant role in "personnel administration," a responsibility which PERB has defined to mean:

> Managerial status depends upon the exercise by the personnel involved of broad authority directly resultant from their intimate relationship "to the top" (e.g., to a board of education or a superintendent of schools), while supervisory status is manifested by an individuals relationship to (and direction over) "rank and file employees." (22)

In this case, the school board claimed that principals were deeply involved with personnel administration, "assigning subordinate supervisors, teachers, and other personnel; evaluating and rating personnel; effectively recommending disciplinary action; effectively recommending the hiring and discontinuing of services of certain personnel; and overseeing inservice training of teachers." But PERB ruled that school boards hire, fire, and transfer teachers, in consultation with the superintendent, while the principal has little control except to act within the guidelines already established. PERB wrote: "Deployment of personnel to those specific tasks which will best utilize their skills, talents, and interests has long been considered the hallmark of the effective supervisor." But school supervisors, at least in New York City, have little control over the personnel assignment and deployment in their schools: either in assigning them to a school in the first place or in disciplining them once they arrive.

In summary, the term "supervisor" in this study means that the administrator is neither a manager nor simply an employee. Rather, this position implies a distinct role which might be best understood in terms of what supervisors do not do:

1. They do not teach, since that role is reserved for employees or teachers.

2. They do not establish policies for the school district, a job for the board and superintendent.

3. They do not actively and directly participate in collective bargaining on behalf of the school system with teachers and other employees.

4. They do not have the authority to interpret or change the contract with teachers on behalf of the school board.

5. They do not make major personnel decisions such as assigning, promoting, hiring and firing teachers, though they may participate in the process and make recommendations. School supervisors, then, are staff members who have responsibility for the operation of their

unit, school, division, but do not have the power to make districtwide personnel or policy decisions.

## Collective Bargaining

Collective bargaining or negotiations is but one part of a total employee-employer relationship. Another important requirement is that it involve the use of bilateral or shared decision-making in which the parties are involved on a somewhat equal basis.

The crucial quality of this relationship lies with the definition and nature of bilaterialism. If, for example, the employee group (school administrators) are consulted before salaries and rules are set, would this be considered joint or shared decisionmaking? Or must the mechanism for reaching employment decisions involve face to face negotiations, a written and signed contract, mechanisms for resolving conflicts and impasses, and the right to strike?

Some have argued for a strict definition of collective bargaining and unionism, one that resembles the definition used in the private sector. It requires the following:

1. Management and labor must meet often to confer in good faith about pay and other conditions of employment.

2. The parties must reach an agreement and produce a binding, written contract.

3. The parties must agree to settle disputes and impasses through an impartial arbitration process.

4. When impasses cannot be resolved, parties may strike or take other collective action under law.

Others argue that collective bargaining is a state of mind, an approach in which parties of somewhat equal strength agree to share the responsibility for decisionmaking and implementation. There must be, using this argument, a sense of procedural justice, arrived at through a kind of industrial legislation or government. Under such a process, rules ("laws") are made at the bargaining table, carried out under contract administration (the "executive branch"), and adjudicated through processes of appeal, grievance arbitration, and settlement (a "judicial" function). Thus, bilateralism really means the existence of two sides which can affect the results of rulemaking and which work under the understanding that they agree to agree (23).

Vosloos, in his discussion of the U.S. Civil Service, stated the quality of collective bargaining as follows:

> Collective bargaining, then, is a dynamic process involving the constant interaction of two sets of institutional roles. The performance of these roles is constantly molded by the institutional goals and needs, and by a changing environment. (24)

Which definition seems appropriate for the study of school administrators and supervisors? Certainly lawmakers never intended labor relations in the public sector to be identical to those in the private domain. Somehow, legislators and other opinion leaders have for nearly a century argued that the relationship between the public and its employees is special, preventing true collective bargaining and the right to strike from being exercised.

The right to strike in particular has been highly controversial in education. Some have argued morally that school teachers and even administrators have a kind of god-given right to "deny their services" should conditions become deplorable. Others have disagreed, stating that "highly abstract claims to natural rights always require close scrutiny since they are never demonstrable and often appear to be someone's private value deified into an abstract claim (25)."

But, without the right to strike, can collective bargaining really work? For if employees cannot cease work, they cannot hope to force management to bargain in earnest, or so the argument goes. Thus, rather than striking being the death of good labor relations, some have argued that the threat of walkouts brings a sense of greater employee-employer equality to the the negotiating table.

The moral argument also extends to the clients and the nature of services. After all, as Hetenyi believes, "the real losers are the children and the parents"--who are denied the benefits of education. Ultimately, of course, the entire community and society suffer a loss and may become enemies of public education (26). This argument comes close to the notion of "essential" employees which goes something like this: Certain groups should not be permitted to go out on strike (and thus should not really be allowed to unionize) because their services are vital if not essential to the survival and safety of society.

One most often hears this line of reasoning for police and fire department. Sometimes, one hears it applied to teachers, as Hetenyi does above. Taft-Hartley also gave the power to end strikes to the President, should a walkout of steel workers or defense contractors endanger the well-being of the entire society. But should this argument be extended to teachers and administrators? Are their services "essential" to society?

Not in the immediate sense. Furthermore, it would be preposterous to believe that a walk-out of school principals would stop the system. (Some teachers have even argued that the educational process might benefit from less administration.) Hence, either principals go out on strike with the teachers, over jointly held concerns; or the labor relations and bargaining system for administrators and supervisors must function without the threat of a strike (since one hardly exists anyway). Can there be, then, a system of unionization for a group in the absence of the right to walk off the job, should bargaining break down or become impossible? Is there, in effect, a workable definition of unionization in the public sector for administrators which does not include the threat of strike?

In a number of states, and the majority of bargaining school districts, school administrators have gained contracts with boards of education that permit the use of an alternative to strikes: binding arbitration. While arbitration may not be the perfect substitute for the walkout, it does allow a third party to settle a strike-proned issues before it reaches the critical stage.

Finally, some scholars have argued that collective bargaining itself--even without the right to strike--provides a process for decision-making that avoids the need for walkouts. If the parties are forced to keep talking, with outside pressure from the community and parents, then the publicity may be enough to force good-faith negotiating without strikes.

At any rate, there is an evolving definition of school administrator collective bargaining which involves two parties, sitting down at the bargaining table, working out differences, and reaching a contractual agreement about how supervisors should be paid and treated in the district. The advent of bilateral decisionmaking, procedural justice, and a formalized set of rules becomes, then, the working definition being applied to school administrators in this study. Though the definitions may vary from community to community, generally one would find, to quote Vosloos, "the constant interaction of two sets of institutional roles (27)" to reach accord over how supervisory employees will be remumerated and treated on the job.

## Summary

This chapter has explained the nature of life in the middle for a growing number of school administrators. It has focused on the changing role, status, and work ethos of administration in education--which has moved from being service-and child- centered to being occupationally and politically concerned. While this may sound evil and unacceptable, teachers and administrators felt that they could no longer work for love alone; that somehow the system must reward and protect them as employees, just the way professionals in other positions are supported.

Second, this chapter presented a working definition of several key terms: "supervisor" and "collective bargaining primarily. It was asserted that no single term has emerged to describe the group under study. "Administrator" was too broad, including superintendents who do not negotiate for themselves as well as principals who do. "Supervisors," though widely used in the labor relations literature, is perhaps too narrow, since principals do much more than just supervise. Hence, we are left with "middle-level administrator" which is somewhat clumsy but does differentiate the principals' level from the top managerial tier.

These difficulties grow out of the shotgun marriage of traditional education terminology (principal, teacher, administrator, executive) with labor relations language (employee, manager, supervisor, and unit determination). It will take time before the language of these two disparate fields is melded into a common, workable nomenclature. In the meantime, what emerges is a three-part system of labor relations in which we see (1) the teacher as employee, (2) the principal as supervisor, and (3) the superintendent as manager or management. While this rings unnatural for those working in education, since teachers are more than "employees," principals do more than "supervise," and superintendents do not always feel like real "managers," we have no other easy way of delineating roles necessary for collective bargaining.

Perhaps, as always, systems turn to the courts for clarification, when policy-making fails to specify a legal, working, and workable definition.

The Public Employment Relations Board of New York has provided us with a set of four determinants of "managerial" versus "supervisory" status. Managers according to PERB, formulate policies for the system, engage in direct and significant negotiations with employees (teachers), make important interpretations of the teachers contract, and have a central role in personnel administration (firing, hiring, and so on). When these criteria were applied to administrators and supervisors in New York City schools, not one was occurring. Thus principals and other administrators (middle-rank) were declared supervisory, not managerial, and were permitted to continue collective bargaining.

Obviously, not all states have such a rigorous definitions. Some allow principals by title to bargain, regardless of their role and function. Other places exclude all principals by law—whether they have a significant role in the management of the school district or not.

Next, we attempted to define collective bargaining for school administrators. We introduced the strict, private sector definition, one that requires employees to enjoy the right to strike, should bargaining and grieving breakdown. Public sector definitions often attempt to allow negotiations in the absence of strike power.

When applied to principals, the definitions become somewhat changed. First, school administrators hardly have the numbers or power to make a strike stick. Instead, they must either join ranks with the teachers (as they did in 1968 in New York CIty), or use some other device. Some authors have argued in this area that bargaining can be successful without strikes if principals have access to arbitration, and if sufficient public scrutiny and pressure can force both school boards and union to stay at the table and bargain in good faith.

At any rate, the field of school supervisory collective bargaining is new and evolving. This is true for the entire area of public sector unionization. At first, law-makers attempted to treat the public domain differently, arguing that such employees as police, fire, and prison officials were "essential" to the public safety and well being. But this argument failed to deter strikes; in fact, the insistence that groups of workers could not walk off the job may have spurred them to do so. Now, a number of states like Minnesota and Vermont have passed laws that make strikes legal, after the parties have exhausted all other procedures for reaching agreement.

No state permits administrators to strike. Just as importantly, many principals do not wish to walk off the job and would not do so. Hence, collective bargaining in the public sector must move toward other devices for groups like school administrators which will permit collective bargaining to continue and succeed without resorting to strikes. This solution, like the field in general, will evolve out of the practices of states and localities.

This chapter presented the dilemmas of being a school supervisor; the following poses several solutions, the primary one for our purposes being collective bargaining.

# NOTES (Chapter 1)

[1] For a good depiction of the problem, see Harry Edward, "The Impact of Private Sector Principles in the Public Sector: Bargaining Rights for Supervisors and the Duty to Bargain," in UNION POWER AND PUBLIC POLICY, ed. by David Lipsky (Ithica, New York: NYSSILR Cornell University, 1975; Al Legget, THE SUPERVISOR: KEY MAN IN LABOR RELATIONS (Washington, D.C.: Labor Management Relations Service, 1970); Edward Reith and Harold S. Rosen, "Problems in Representation of Supervisors," CALIFORNIA PUBLIC EMPLOYMENT RELATIONS (March 1971), pp. 1-23; and Harry H. Rains, "Collective Bargaining in the Public Sector and the Need for Exclusion of Supervisory Personnel," LABOR LAW JOURNAL (May 1972), p. 284ff.

[2] Charles P. Larrowe, "A Meteor on the Industrial Relations Horizon: The Foreman's Association of America," LABOR HISTORY, 2,3 (Fall 1961), pp. 259-93.

[3] Robert Dubin (ed.), HUMAN RELATIONS IN ADMINISTRATION (New York: Prentice-Hall, 1955), p. 159ff.

[4] Floyd C. Mann and James K. Dent, "The Supervisor: Member of Two Organizational Families," HARVARD BUSINESS REVIEW, 32,6 (December,1954), pp. 103-112.

[5] Fritz J. Roethlisberger, "The Foreman: Master and Victim of Double Talk," HARVARD BUSINESS REVIEW, (1945), pp. 279-84.

[6] D.E. Wray, "Marginal Men of Industry: The Foremen," AMERICAN JOURNAL OF SOCIOLOGY, (January 1949), pp. 290-299.

[7] Charles R. Walker, Robert H. Guest, and Arthur N. Turner, THE FOREMAN ON THE ASSEMBLY LINE (Cambridge, Mass.: Harvard University Press, 1956).

[8] See Larrowe, *op. cit.*, p. 261ff and the decision of the U.S. Supreme Court in *N.L.R.B. v. Bell Aerospace, Division of Textron, Inc*. 72-1598 (1974).

[9] Mann and Dent, *op. cit.*, p. 105.

[10] Paul Revere Pierce, THE ORIGIN AND DEVELOPMENT OF THE PUBLIC SCHOOL PRINCIPALSHIP (Chicago: University of Chicago Press, 1935).

[11] *Ibid.*, p. 1.

[12] Bernard Bard, "New York City Principals: On the Razor's Edge," SATURDAY REVIEW, January 24, 1970, p. 58, 71.

[13] For a discussion of the exclusion of school administrators in teacher bargaining units, see Lieberman and Moskow, COLLECTIVE NEGOTIATIONS FOR TEACHERS, pp. 154-174.

[14] "The Brewing--and, Perhaps, Still Preventable--Revolt of School Principals," THE AMERICAN SCHOOL BOARD JOURNAL, (January 1976), p. 25.

[15] Bernard Watson, "The Principal Against the System," in THE PRINCIPAL AGAINST THE SYSTEM, Donald A. Erickson and Theodore L. Reller (Eds.) (Berkeley, California: McCutchen, 1979), p. 41.

[16] Stephen L. Hayford and Anthony V. Sinicropi, "The Bargaining Rights Status of Public Sector Supervisors," INDUSTRIAL RELATIONS 15, 1 (February 1970), p. 50.

[17] Interview with Martin Kalish, President, Organization of School Administrators and Supervisors, May, 1977.

[18] See *N.L.R.B. v. Bell Aerospace*, p. 7.

[19] *The Matter of Board of Education of the City School [illegible] District of the City of New York Upon the Application for Designation of Persons as Managerial or Confidential*, Case No. E-0144, New York State Public Employment Relations Board (May 31, 1973) 6 (PERB), pp. 4033-4044.

[20] *Ibid.*, pp. 4034.

[21] *Ibid.*, pp. 4034-4035.

[22] *Ibid.*, pp. 4035-4036.

[23] For a lengthy discussion of the collective bargaining process as "industrial government," see John Rogers Commons, LEGAL FOUNDATIONS OF CAPITALISM (New York: Macmillan, 1957).

[24] William B. Vosloo, COLLECTIVE BARGAINING IN THE UNITED STATES FEDERAL CIVIL SERVICE (Chicago: Public Personnel Association, 1966), pp. 16-17.

[25] Robert Booth Fowler, "Public Employees Strikes and Political Theory," in COLLECTIVE BARGAINING IN GOVERNMENT, J.J. Loewenberg and M.H. Moscoro, editors (Engelwood Cliffs, N.J.: Prentice-Hall, 1973), p. 291.

[26] Laszlo Hetenyi, "Unionism in Education: The Ethics of It," EDUCATIONAL THEORY, Vol. 28, No. 2 (Spring 1978), p. 92.

# CHAPTER II

## DILEMMAS AND SOLUTIONS

The role of school administrator has been portrayed as one played in semi-isolation, one in which principals and other supervisors are adrift without clear loyalties, identification, or support. They are certainly not alone in this regard, superintendents often complain of being trapped between conflicting demands of community, school board, city officials, and external government regulations. But as the previous chapter indicated, the school administrator lacks the power that the superintendent has to shape his/her own role. This chapter will note that school administrators must resolve their dilemma by choosing from among the conflicting demands made upon them by groups powerful enough to enforce a role definition that administrators can live with. Thus while administrators have little political power, they do have a measure of discretion in choosing which of several, very distinct, roles to adopt.

For the principal, four alternatives seem to exist, four ways by which these administrators can gain some identification and power. Each one involves a close affiliation or identification; each has its own advantages and disadvantages. This chapter presents and analyzes the four, focusing primarily affiliation with a collective bargaining group. The four types of organizational affiliation are: (1) affiliation with the community whereby the administrator works closely with the lay constituency of the school; (2) affiliation with top management or the "management team" wherein the principal finds support from a close working relationship with the superintendent; (3) affiliation with teachers in which the principal becomes a kind of head or master teacher, a one among equals; and (4) affiliation with other administrators in a union or bargaining group and engages in collective bargaining (1).

All of these relationships help to overcome the basic isolation and weakness of life in the.middle; all provide a kind of identity and direction. And all have been or are being used by various administrators in schools with some success. But each is also unique, bringing into play a different dynamic. By exploring these four options, we hope to differentiate "bargaining" from other avenues.

## Affiliation with School Communities

Community involvement in education is a two edged sword. One edge is possibly harmful from the administrator's view , an active community can threaten the authority of the administrator, demanding a say in the operation of the school or program. The other edge may be a tool for augmenting an administrator's capacity to achieve his/her goals; a well organized, informed and vocal group of parents and other community laypeople can provide a powerful tool for improving education and supporting the principal. A skillsful administrator, then, may be able to convert a potential clash between public and professional into resources for the improvement of education.

The notion of affiliating with the community rests on the assumption that working with and through the community fulfills the original intent of public education--and goes far to overcome the sense of isolation and helplessness. If, for example, the superintendent and/or school board refuses to support the principal, he or she has recourse to the immediate school community.

No data are available on the number of principals who have worked successfully with community groups. The model of affiliation is, nonetheless, appealing from several viewpoints. It has a long and distinguished history among private schools. The heads of many nonpublic schools work "within an autonomous domain" created by a direct relationship between trustees and the chief administrators (2). It is perhaps unfair to compare public school principals with their counterparts in the private sector, for the administrators of voluntary associations work without many of the legal strictures that control public schools. The difficulties and complexities of working within a "school system" are practically unknown except to the heads of some Roman Catholic schools.

But when public school principals work closely with an active community, that relationship approximates the conditions within the private school sector. The administrator has a group with whom he or she can work, depend, and identify with. Much time is spent by such principals considering the special needs of their surrounding community. In return, the community provides the clout that a lone administrator cannot hope to have. In a sense, principals with strong community support become their own superintendents of schools, thereby garnering authority from this relationship while eliminating much of the bureacratic constraints that bind the usual urban building administrators.

The Chicago school system is a good example. In 1970 the creation of the Local School Councils permitted "parents and school patrons to share the process of arriving at decisions which affect local schools (3)." Of the membership, 60 percent are parents, but school personnel, public at-large members, and even students are elected. The Councils oversee the selection of principals (by nominating them from a list of eligible candidates), as well as matters related to "discipline, vandalism, and public conduct, curriculum, safety of children, physical condition of buildings, community problems, school budgets, school policies and procedures, selection of textbooks, and lunchroom problems (4)." Each cluster of schools also has a formal means-- district councils-- for publicizing problems to those at the top. From all accounts, an angry local school council is difficult to ignore at the district and school board offices. And during the history of these councils, no nomination from the community boards for a principal has been overturned by the superintendent or school board.

Though more information is needed on the activities of school councils and their principals, we recognize the potential for channeling public support for education and for increasing the power of school administrators. A principal who is able to align him- or herself with the community, one which is organized and vocal, may overcome some of the perceived weakness that life in the middle.

But, as a model for future middle administrator affiliation and strength, the principal-community relationship has several serious weaknesses. It fragments the ranks of middle administrators; that is, it may work for a few principals but not for all. And each administrator is left more or less to his or her own devices. Thus, rather than strengthening the supervisory group, vis-a-vis the central office, the localist orientation atomizes it.

The subjugation of professional administrators to the will of the "public" can, also, in the absence of strong collegial support, undermine quality and lead to obsequious rather than stalwart leadership in the schools. Similarly, qualified principals can be forced out of their post--or be passed over for them in the first place--because of their racial incompatibility with their members of the community boards. Finally, a school system with hundred of small, semiautonomous school boards returns us to the turn of the century when the nation had over a hundred thousand small local school systems. The same lack of coordination and quality among districts might occur if community boards were allowed to control the behavior of each building administrator.

All things considered, the affiliation and alignment of school administrators with local communities and local governing groups is an intriguing idea for the future of school leadership. It was an option in earlier days when schools were more local, small, and independent. For principals, it might be a mixed blessing. When it works, it might provide a sense of belonging, direction, and support; when it does not, it could lead to the tyranny of the people over the professionals in the schools. It does, as an innovation, reinforce a much-heralded American value: local control over public schools.

## Affiliation with Top Management

Textbooks on administration often extoll the "management team" concept (5). Its unity and rationality support what we know about efficient school operations.

Mark Hanson goes so far as to say that without teamwork, the schools cannot operate. He advocates that the superintendent make use of the team as "a problem-solving, program developing, leadership unit" by urging "members of the team to shape and operate the critical management-information system, budgeting system, the collective bargaining system" and so forth (6). Or put yet another way, "teamwork is the manifestation of group effort, under the leadership of a chief school executive, engaging in planning, performing, motivating and evaluating as a unit--not as independent categories of leadership specialists and generalists (7)." Further, affiliation and identification with top management offer the school principal an opportunity to associate with those in control of the school system. Being a real team members, if effective, overcomes the sense of impotency and occupational isolation by plugging the middle administrator into the management system of the organization.

But, the current structure of many urban and suburban school systems makes the "administrative team" more a myth than a reality. With some 3,700 middle managers and about 200 top managers in the New York City public schools, for example, it is hard to even conceive of joint planning, real involvement, workable "teamwork" and program implementation. With so much distance between staff at all levels and in thousands of work places (schools, office, divisions, departments, districts), it appears difficult even to bring administrators together for cooperative management. And with so many levels within the massive school system, leaders may hardly know the names of subordinates, like principals, much less pretend to be team-members and attempt joint leadership.

Even supporters of the "management team" confess that real cooperation is problematic. Paul Salmon, head of the American Association of School Administrators, the superintendents' organization, places some of the blame for the failure of the team at the feet of the superintendent, who is overcommitted and is often inaccessible to middle-level administrators. Further, he explains, "administrators and supervisory specialists on the superintendent's immediate staff often get bogged down with educational red tape and tend to become independent operators rather than interacting components in the management team (8)." Hence, though leaders may desire to unify their organizational command, overlapping jurisdictions, jumbled communications, unclear role descriptions, and other indicators of confusion prevent even a semblance of rationality and accountability (9). Whatever the cause, administrators cannot always look to their bosses for support, since these top managers are often too busy and distracted to be concerned about them. Further, the world of the superintendent is not the same as that of the principal. Sometimes, the top managers must act✓

in areas of salaries, rights to grievance machinery, and other labor-like areas.

If the future of middle management in education rests with building a true management or leadership team, then something should be done to reorganize schools and to change the outlooks of school boards and superintendents concerning "managerial teamwork." Perhaps the best approach is decentralization, or breaking the system into smaller, more autonomous parts. The cohesion found in some suburban and rural districts indicates that a dozen or so school administrators can work together as a team if the social and political conditions allow.

Ideally, the superintendent could meet regularly with the administrative staff if the system were subdivided into units about eight to ten schools--no more. Complaints could be heard and mechanisms for conflict resolution could be tried. Only then could the school principal be really part of a management team. Even with the decentralization and small size, however, it is unlikely that principals would receive enough discretion and authority to counteract the other forces that tear down their position: the teachers remain militant; the central office, distant and difficult to understand; and the final say-so on an increasing number of issues continues to reside with the superintendent and board.

Thus, since final authority in school systems rests with the board of education, the management team might be left handling the minute details while the board and central superintendent retain control over essential areas like budget, personnel, and facilities--and the principals "manage" darn little. Perhaps the very notion of joint management is unworkable, and is something of a ploy to squelch dissent among middle administrators.

Another approach to an administrative team effort is the use of system-wide councils which represent various middle-level supervisory and rank-and-file employee groups. These representative bodies of lower and upper level employees would be granted certain powers to recommend and even decide key issues which are important to the organization. The central office and school board would be bound to consider seriously these decisions, much the way Congress and the Chief Executive currently enact laws in the national arena. This structure of checks and balances would in some ways guarantee that team governance--not just team work--occurred. Whether elaborate mechanisms of cooperative management would be acceptable to decision-makers in schools remains to be seen. It is unlikely, since the tradition in American corporate life has always (or almost always) been to maintain the sanctity of the hierarchy, with board, management, supervisors, and employees holding their positions in roughly that order. It should be noted that somewhat similar "syndicalist" approaches have enjoyed success in the People's Republic of China and in Cuba. In West Germany, the coal and steel industries, for example, have elaborate systems of codetermination whereby each level in the organization elects or appoints its own representatives to policy-making bodies. A General Assembly for shareholders; a works council (Betriebsrat) for blue- and white-collar employees, and a management board (Vorstand) for directors. Each group then sends members to the supervisory board (Aufsichtsrat) which oversees the operation of the firm (10).

A similar structure could be established in American public schools. Members from teacher, supervisory, superintendecy, and school board levels (and even also representatives from the public, consumer, and students) would meet as a policy-making council and would direct the management of the school system. Though such an arrangement is highly unlikely in American schools, it does give meaning and depth to the notion of "management team"--parts of which might be useful. For example, some districts already have regular informal meetings of the presidents of various unions, parents groups, and administrators to iron out problems before they reach the critical stage.

Whichever configuration-- team management, participative management or group decision-making-- is used, the future success of these devices rests with some restructuring of the school system. The present school organization is often too large and awkward to permit real integration of administrative levels into anything resembling a real unit. Hence, the promise of the close alliance between top and middle management hardly satisfies the basic difficulty of being trapped between top and bottom in the hierarchy. It is not that middle administrators and top managers are uncooperative in their daily work lives; rather the fundamental political problem for administrators as a group cannot be easily remedied by a little interaction with those at the top. There must be, we argue, some fundamental structural accommodation to the needs of principals and other supervisors. While working more closely with top management has potential it is not a panacea nor can shared management be achieved without ~~considerable~~ paying considerable costs. Finally, from the administrators point of view, there is the problem that middle and top administrators may not have the same needs and concerns. A decision-making system that does not recoginize the legitimacy of such differences cannot be expected to reconcile them.

## Affiliation with Teachers

Another solution would be for principals to seek affiliation and identification with teachers. This arrangement would accentuate the closeness of teachers and administrators, making the principal a kind "head" or "coordinating" teacher. Perhaps the administrator would be selected by the staff on a rotating basis, much the way some universities select department chairs. This arrangement has been tried in some experimental or alternative schools with some interesting results.

Head teachers, as one among equals, forgo much of the bureaucratic authority and pretense vested in them by school boards. They govern instead through means of consensus, teacher support, and sometimes personal charisma (11). These administrators govern with the consent of the governed--at least as far as the rules of personnel and district operations will permit.

Needless to say, most schools are not governed by an individual selected by the instructional staff. This position is too important to the school board and the superintendent to entrust it to the wishes of a group of teachers (12). Furthermore, school laws and tradition leave major promotions to the school board, not teachers. But the notion of allowing those who know local conditions best--the teachers--to select their own leaders is intriguing; it has the democratic charm of permitting heads to emerge from among the professionals they lead.

These teacher-administrators would quite likely identify with teachers, receiving their primary rewards and direction from them. Often, they would be less concerned about central office directives and less attuned to other principals and supervisors in the system. They would realize that building a strong school community would require undisputed loyalty to the teachers and the school community, even if it means running amuck with the central office.

This mode of affiliation, principal-with-teachers, has a certain attraction. Teaching is an old, time-honored profession. Administrators who function as part of the teacher group might certainly gain a sense of belonging and worth. Since most school administrators have been classroom teachers anyway, this emotional tie to staff is a comfortable one. Though little research has been done on the reward of being a school principal, we should assume that a warm interaction with staff can be a strong source of job satisfaction and occupational support.

As a source of power in the school system, however, an affiliation with teachers is of limited value. Even if principals remain teachers at heart, they may be prevented from joining the teachers union. At bargaining time and in hearing grievances, administrators may well find themselves without representation and due process if they depend solely on the teachers. Further, attempts to be both a teacher and an administrator may increase the strain of their dual role, particularly when the central board holds the teacher-administrator accountable for conditions in the school over which the administrator has only limited control.

Finally, school administrators who identify primarily with teachers may be less willing to strive for districtwide solidarity among school administrators. Hence, while the relationship could be useful in solving some of the personal feelings of anomie and weakness, it does little to increase the impact of middle administrators as a group throughout the system. Again, one is reminded that the interests of teachers are not identical to the concerns of principals: each has a different work environment, different pressures, and different expectations. To lump teachers and administrators together would be to place administrators at a severe disadvantage. Teachers outnumber and out-vote administrators. It is also likely that teachers would vote to oust administrators (even those whom them elect) from their organization when their interests were in conflict.

Hence, as a useful way to solve the problems of life in the middle, alignment with teachers has numerous shortcomings. It is tenuous, when one fails to serve the interests of teachers, they will vote one out of office. Hence. the administrative function takes on a tenuous and unprofessional quality. Being a building administrator with loyalties to teachers cuts principals off from other principals who may need their support in dealing with the board and superintendent.

## Affiliation with Administrator Unions

The final mode of affiliation and identification is the central concern of this study: with other administrators. As already mentioned, unionization solves many of the problems mentioned in the previous three sections. It permits principals to formalize their relations with top management through collective negotiations, contract, grievance procedures, and other stipulations.

Second, the presence of an administrators' bargaining group tends to offset some of the power of teachers unions, giving principal a similar unified voice in determining policy. Third, collective bargaining and grievance rights provide an alternative route of communications and appeal if top management should overlook the needs and concerns of administrators. Unionization, in effect, overcomes some of the occupational isolation so common to many supervisors. It gives administrators both a ready peer group and a welcome pressure group to lobby for their needs before the board, public, and legislature.

To summarize, collective bargaining for administrators provides the following advantages:

1. Group strength over individual initiative. Whereas the traditional supervisor faced the world alone, attempting to overcome pressure from above and below, the unionized administrator has a political organization to look out for his or her rights.

2. Formal protection over informal concerns. Top management has always claimed to "take care" of supervisors; under unionization, a set of procedures ensures protection.

3. Political pressure over professional influence. The traditional power that administrators wielded was that of the trained, lone professional speaking and acting from a body of expertise. Acknowledging changes in the environment of school systems, administrators now seek political approaches which unions have long used: lobbying, bargaining, affiliating, and influencing.

Even as part of the union movement, however, school middle administrators are seriously constrained and most know it. They cannot effectively strike, as we have already discussed, without the help of the teachers union. And even then, their small numbers prevent them from closing the schools. Perhaps if the teachers joined the principals on the picket lines, then the clout of supervisors would be sufficient to pressure boards of education. But our research indicates that teachers associations rarely have much sympathy for their "brothers" and "sisters" in the administrators' union--particularly when increased salaries are at stake.

In fact, an administrators' strike would have little appeal to the public who would wonder why a group of principals making $35,000 need to strike in the first place. A serious limitation of collective bargaining for administrators is the belief-- held by the general public and many others in education-- that school administrators are "managerial" and should not be acting like unionists. Principals may respond by soft-pedalling their involvement with unions.

## The Extent of School Administrator Bargaining

We have outlined the four different conceptions of the principal's role and focused on the path of unionization. In this section we will briefly survey the frequency with which this path has been chosen.

Since 1956 when Wisconsin passed the nation's first public sector bargaining law, the number of school administrators who are represented in collective bargaining has grown. The totals show a strong increase in both the number of school district which negotiate with school middle administrators and the number of individual administrators involved. Further, some interesting trends emerge in the location of these bargaining groups.

Exact information on the size of the bargaining trend was not available until 1974 when a survey of the fifty states and the District of Columbia was made (13). It found a total of 1,091 recognized bargaining groups of school administrators and supervisors, or about 8 percent of the nation's school districts. By 1978 the number of such associations represented in collective negotiations jumped by 68 percent to 2,011. And by 1982, another increase was seen to 2,874 school districts, another part of 43 percent in four years.

By 1982 about 22 percent of the some 13,000 operating school systems in the United States were bargaining collectively with school administrators. While this percent is relatively small, it is still an important trend. For many of these bargaining groups were large, being located in the major cities of the East and Great Lakes regions. In all, about 28 percent of all school administrators and supervisors engage in collective negotiations with their school boards, according to a survey by the National Association of Secondary School Principals (14).

## Location and the Laws

Perhaps the best way to present the data on administrator bargaining trends is by state and region. This approach permits us to relate the levels of bargaining to the state labor policies which determine the status of employees. We group the states into three categories, based on the relationship between state labor statutes and bargaining for supervisors: those with state legal mandates requiring school boards to recognize school administrators; those states permitting local school boards to recognize administrators voluntarily; and those states prohibiting school boards from bargaining with supervisors.

CATEGORY I: Supervisory Bargaining Required. In these states the public employment relations laws (PERLs) mandate that if school administrators so chose by majority vote, then the board of education must recognize their association as the bona fide representative of those deemed school supervisors. This requirement is usually part of the overall public sector law which defines "supervisor" as "employee" and grants them bargaining rights--in contrast to "management" which cannot negotiate with the board. Table 1 shows that 18 states and the District of Columbia which required recognition as of 1982, as well as the increases between 1974 and 1982, and the percentage growth.

## TABLE 1

## Extent of School Administrator Bargaining by State and Enabling Policies, 1975-1982

Categcry I: Supervisory Bargaining Required (18 states and District of Columbia).

| State | 1974 | 1978 | 1982 |
|---|---|---|---|
| 1. Alaska | 6 | 39 | 43 |
| 2. California | 0 | 3 | 5 |
| 3. Connecticut | 132 | 141 | 161 |
| 4. District of Columbia | 1 | 1 | 1 |
| 5. Hawaii | 1 | 1 | 1 |
| 6. Maine | 14 | 15 | 19 |
| 7. Maryland | 12 | 24 | 28 |
| 8. Massachusetts | 100 | 240 | 367 |
| 9. Michigan | 75 | 150 | 256 |
| 10. Minnesota | 110 | 122 | 215 |
| 11. New Hampshire | 0 | 1 | 21 |
| 12. Nevada | 0 | 2 | 11 |
| 13. New Jersey | 310 | 420 | 543 |
| 14. New York | 215 | 420 | 654 |
| 15. North Dakota | 0 | 6 | 12 |
| 16. Oklahoma | 0 | 1 | 2 |
| 17. Tennessee | 0 | 68 | 75 |
| 18. Vermont | 4 | 6 | 9 |
| 19. Washington | 55 | 80 | 96 |
| Total: | 1,035 | 1,740<br>(+68%) | 2,519<br>(+45%) |

When Category I (mandated bargaining) is compared with the other two categories to be presented shortly, one sees that the vast majority of supervisory bargaining groups are located in states with laws requiring union recognition: 2,519 out of the total of 2,874 or 89 percent. Clearly, legal support is an important concommitent of collective bargaining. Second, many of these states under Category I have witnessed intensive bargaining for school administrators. This is best indicated by the percentage of total school districts in the state which engage in negotiations with local school administrators.

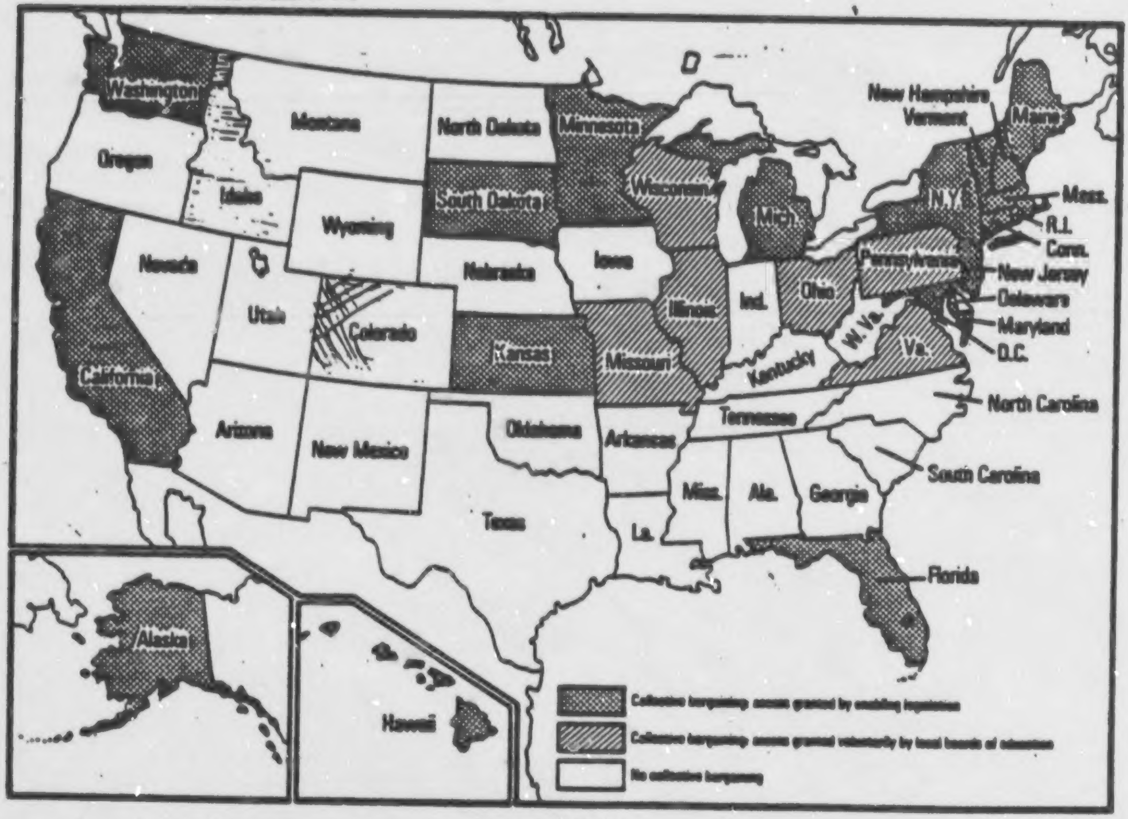
--Connecticut: 161 out of 167 districts bargain (96%)
Maryland: 28 out of 31 systems bargain (90%)
--Massachusetts: 367 our 470 (78%)
--Michigan: 256 our of 285 (90%)
--Minnesota: 215 of 240 (90%)
--New Jersey: 543 of 560 (97%)
--New York: 589 of 720 (82%)
--Washington: 96 of 121 (79%)

In addition, two jurisdictions in the United States, Hawaii and the District of Columbia, have only one school district and recognize school administrators for purposes of collective bargaining; hence, they have 100 percent unionization for administrators and a single contract for the entire jurisdiction (Hawaii has only one school district

Third, these states with mandated collective bargaining for school administrators are not located in a particular region but are dispersed throughout the nation. Figure 2 shows the states with mandated bargaining, as contrasted with permitted and denied status. Most of these mandated states are located in the industrial areas of the New England (Connecticut, Massachusetts, Maine), Middle Atlantic (New York, New Jersey) and Great Lakes (Michigan, Minnesota), though these states are also scattered across the nation in the Far West (Washington and California), and elsewhere.

Figure 2--Supervisory Bargaining

by Type ~~and~~ State



Map

CATEGORY II: Supervisory Permitted. In nine additional states, local school boards are allowed to bargain with school administrators and supervisors, though this recognition is not forced upon them by the state. In the absence of specified state legislation, schools boards act voluntarily and extra-legally, a local right sometimes supported by judicial decisions at the state level.

Thus, if a group of school principals and other administrators votes to request collective negotiations with the local board of education, the board may elect to grant bargaining representation or to refuse; in the latter case, the administrator association has no recourse--since there is no statutory provision protecting the right to unionize and bargain. Table 3 shows the nine states where local boards have opted to bargain, the number of local voluntarily recognized bargaining units, and the totals (including the percent growth between 1974 and 1982).

## TABLE 2

## Extent of School Administrator Collective Bargaining in "Permitted" States, 1975-82.

| State | 1974 | 1978 | 1982 |
|---|---|---|---|
| 1. Colorado | 0 | 2 | 6 |
| 2. Idaho | 0 | 1 | 2 |
| 3. Illinios | 6 | 11 | 15 |
| 4. Kansas | 14 | 160 | 176 |
| 5. Missouri | 5 | 10 | 19 |
| 6. Nebraska | 0 | 1 | 4 |
| 7. Ohio | 25 | 66 | 79 |
| 8. Pennsylvania | 5 | 8 | 31 |
| 9. Wisconsin | 1 | 12 | 23 |
| Total: | 56 | 271 | 355 |
| Percentage Change: |  | (+384%) | (+31%) |

Except for Ohio, the other eight states have public employment relations laws permitting teachers and other "employees" to bargain but which are silent on the rights of supervisors. Court rulings have permitted local management groups to decide whether to recognize middle-rank administrators. Ohio has no PERL whatever; in the total absence of statutes, the courts have ruled that a number of employee and supervisory groups may bargain voluntarily, if so recognized.

As was the case with Category I states above, many of these states are located in the more urbanized states like Illinois, Missouri, Ohio, and Pennsylvania. Furthermore, many of these states have long union traditions, perhaps making it easy for administrators to gain the protection of collective bargaining. Certainly Ohio (the state with the most large cities in the United States), Pennsylvania, and Wisconsin, have long histories of union politics and support. It appears that principals may be cashing in on this same pro-union sentiment. Such cities as Milwaukee, Cleveland, Chicago, St. Louis, Kansas City, Pittsburgh, and Philadelphia are recognized centers of collective bargaining activity. From these urban areas, collective bargaining for administrators and other educators appears to spread to neighboring communities in the suburbs and beyond.

Thus, while a number of states do not have bargaining laws for supervisors in the public sector, due to local options, bargaining nonetheless occurs. If Category I and II are combined, one finds a total of 27 of 50 states (or 58 percent) plus the District of Columbia. Analyzing table 1 and 2 for the years 1974 and 1982, one notes a dramatic increase in the number of states with collective bargaining for administrators (from 17 to 27 states) and the total number of local school boards which bargain, increases from 1,035 to 2,519 in eight years. The percentage growth, then is 59 percent for the number of states and 143 percent for the total increase in local bargaining groups.

CATEGORY III: Supervisory Bargaining Denied. In the remaining 23 states, school administrators and supervisors are not protected by state laws; in fact, the policies have determined that supervisors (and many other public employees) cannot be recognized for the purpose of bargaining. This denial of bargaining rights comes in two different forms:

First, as is the case in most Category III states, the state legislature has not enacted a public employment relations law at all. In the absence of statutes, state courts and attorneys general ruled that supervisors could not be protected in their effort to negotiate.

Second, unlike the cases above, the remaining states have passed PERL's which specifically legislate the exclusion of supervisors from bargaining by declaring them "managerial," using much the same language as the private sector in the Taft-Hartley law and subsequent court decisions. As shown in Table 3, these states which deny bargaining statutorily are quite similar to the states with mandated bargaining (Eastern-New England: Rhode Island, Delaware), Great Lakes (Indiana) and elsewhere.

Of the 22 states which deny bargaining to administrators, 11 are using "judicial" techniques and 11, "legislative" devices. The judicial denial state are most often in South (Virginia, North Carolina, South Carolina, Georgia, Arkansas, Alabama, Mississippi, Louisiana, Kentucky, Texas, and West Virginia), while the legislative-denial states appear in virtually every region, right alongside mandated and permitted states, shown in Figure 1.

## TABLE 3

### States which Deny School Supervisors the Right to Bargaining Representation, 1982 (N=22)

| State | Judicial* | Legislative |
|---|---|---|
| 1. Alabama | x | |
| 2. Arizona | x | |
| 3. Arkansas | x | |
| 4. Delaware | | x |
| 5. Florida | | x |
| 6. Georgia | x | |
| 7. Indiana | | x |
| 8. Iowa | | x |
| 9. Kentucky | x | |
| 10. Louisana | x | |
| 11. Mississippi | x | |
| 12. Montana | | x |
| 13. New Mexico | | x |
| 14. North Carolina | x | |
| 15. Oregon | | x |
| 16. Rhode Island | | x |
| 17. South Carolina | x | |
| 18. South Dakota | | x |
| 19. Texas | x | |
| 20. Utah | | x |
| 21. Virginia | x | |
| 22. Wyoming | | x |
| | 11 | 11 |

Total Judicial Denials = 11

Total Legislative Denials = 11

*The "judicial" rulings were made _in the absence of_ state enabling or denying legislation.

The two approaches to denial share one thing in common. While they do not and cannot ban associations or groups (under the First Amendment everyone has a right to "association"), the courts and legislatures can instruct school boards and superintendents not to negotiate with representatives from their various associations. One further commonality: states with legislated denials (Delaware, Florida, Indiana, Iowa, Montana, New Mexico, Oregon, Rhode Island, South Dakota, and Utah) also have court-supported bans on administrator recognition. Since the state PERL's usually make provision for the creation of a Public Employment Relations Board or Commission (PERB or PERC), moreover, these state executive agencies often support the judical structures against bargaining for school supervisors. In effect, the judicial and executive branches bolster the denial of legal bargaining representation as stated in the state legislation.

Hence, while Southern and Midwestern states see no bargaining for administrators because state courts and attorneys general prevent them (in the absence of state PERL's), these other states witness bans on bargaining which originate in the legislature and are continued in the courts and PERB's.

Since 1974, supervisory collective bargaining in education --both mandated and permitted--has increased by 140 percent. While most of this development has been in states with laws requiring school boards to recognize groups of administrators, if these school supervisors wish to bargain, there has been some growth in states without bargaining laws but with supportive school boards who bargain voluntarily with their middle administrators.

## Summary

There appears to be a growing need among school administrators to identify with some group--to affiliate. In this chapter, we have reviewed at least four possible relationships: with community, top managers, teachers, and one another in a union-like arrangement.

These four types of affiliations share much in common. They all provide a relationship or group response, overcoming the inherent weaknesses of attempting "to go it alone." Like other occupational members, school administrators feel the need to band together for mutual self-help. Cr as one principal said, "WE SHALL DIE ON THE VINE (15)."

But, these four approaches to affiliation and group power differ in at least two ways. First, the scope of affiliation varies between administrators who align themselves with school groups (teachers and local school community) and those involved with school district-wide organizations (principals unions and "management team"). As shown in Figure 2 below, relationships with teaching staff

## Figure 2--Dimensions of Administrator Affiliation

| | Formalization of Relations | |
|---|---|---|
| Scope of Relations | Low (ad hoc) | High (contractual) |
| LOW (school-based)<br>~~part~~<br>~~board~~ | A<br>Principal as "head teacher" | C<br>Principal as part of Community board |
| HIGH (district-based) | B<br>Principal as part of "management team" | D<br>Principal as union member |

(cells A and C) are concerned mainly with local issues and weaken the district-wide influence of administrators. Relations with central management and unions provide a district-wide orientation and may increase the clout of administrator as a unit.

Second, affiliations vary by the level of formu~~lation~~ formalization from relations based on rules, laws, policy, and contracts (high formalization) to those resting on ad hoc arrangements, local situations, and changing issues (low formalization). Again, it is assumed that formalized situations provide greater protection, opportunities for administrators to maintain control, and stability than ad hoc situations which may work to administrators' disadvantages. For example, principals who work under an organized school community or school board and those in unions benefit from a set of rules that provide regularity and predictablitiy; while working with teachers and as part of the top management structure are both highly informal situations. Being a head teacher and being part of the "management team" both attempt to obviate the importance of formal rules, insisting that educators are really "one big happy family." Being elected or selected by the community or being part of a union, on the other hand, rest on basic system of contractual-legal relations.

It is, perhaps, too soon to tell which of these four modes of affiliation is best for improving the status of school administrators. But being one among equals with teachers (cell A) is low on both formalization and scope; it probably holds the least promise for administrators, since the focus is within a single school and its formal protections, few. Unionization, in contrast (cell D), provides a district-wide viewpoint and the legal and procedural protections discussed in the last chapter. Cells B and C ("management team" and community relations) fall somewhere in between, with top management relation having a broad focus but little independent power, and community relations being highly local but somewhat more formalized.

All four of these modes held some promise. In fact, a strong school administrator may use them all in different settings: (1) Being closely tied with his or her community in meeting the needs of particular children; (2) being affiliated with teachers in implementing the curriculum and program in schools; (3) being identified with management in implementing policies for the district; and (4) joining an administrators union in negotiating a contract, setting salaries and benefits, and maintaining protection on the job. While it may not be possible for administrators to straddle quite so many fences, it does seem likely that as the work environment becomes even more threatening and political, that some affiliation and unionization will continue, as our data in this chapter indicate.

[1] For a different treatment of this same theme, see Bruce S. Cooper, "The Future of Middle Management in Education," in THE PRINCIPAL IN METROPOLITAN SCHOOLS, Donald A. Erickson and Theodore L. Reller, Editors (Berkeley, Calif.: McCutchan Publishing Co., 1978), pp. 272-299.

[2] Otto Kraushaar, AMERICAN NONPUBLIC SCHOOLS: PATTERNS IN DIVERSITY (Baltimore: Johns Hopkins University Press, 1972), p. 175.

[3] "Report on Local School Councils to the Board of Education," Recommendations (revised December 9, 1970), Office of the Superintendent, Chicago Public Schools, Document 70-1161; emphasis in the original.

[4] Ibid.

[5] See, for example, Richard W. Saxe, EDUCATIONAL ADMINISTRATION TODAY: AN INTRODUCTION (Berkeley, Calif.: McCutchan, 1980), pp. 276, 282, 275-276; Peter Drucker, MANAGEMENT: TASKS, RESPONSIBILITIES, PRACTICES (New York: Harper and Row, 1974), pp. 620-623; American Association of School Administrators, PROFILES OF THE ADMINISTRATIVE TEAM (Washington, D.C.: the Association, 1971); Waino Aukee and others, INSIDE THE MANAGEMENT TEAM (Danville, Ill.: Interstate, 1973); Ray Cross, "The Administrative Team or Decentralization?" NATIONAL ELEMENTARY PRINCIPAL, Vol. 54 (November-December, 1974), p. 80-82; Wayne Doyle, "Effects of Achieved Status of Leader on Productivity of Groups," ADMINISTRATIVE SCIENCE QUARTERLY, Vol. 16 (March 1971), pp. 40-50; Kenneth Erickson and Walter Gmelch, SCHOOL MANAGEMENT TEAMS: THEIR STRUCTURE, FUNCTION, AND OPERATION (Arlington, Va.: Educational Research Service, 1977.

[6] E. Mark Hanson, EDUCATIONAL ADMINISTRATION AND ORGANIZATIONAL BEHAVIOR (Boston: Allyn and Bacon, 1979), pp. 266-67, 274.

[7] *Ibid*., p. 266.

[8] Paul Salmon, "Are the Administrative Team and Collective Bargaining Compatible?" COMPACT, Vol. 12 (June 1972), p. 3.

[9] The difficulty of competent administration in large school bureaucracies is well known and often discussed; see David Rogers, 110 LIVINGSTON STREET (New York: Vintage, 1967); Wayne K. Hoy and Cecil G. Miskel, EDUCATIONAL ADMINISTRATION: THEORY, RESEARCH, AND PRACTICE, 2nd edition (New York: Random House, 1978); and David B. Tyack and Elizabeth Hansot, MANAGERS OF VIRTUE (New York: Basic Book, 1982), see particularly, pp. 213-249.

[10] Ernie Roberts, WORKERS' CONTROL (London: George Allen and Unwin, 1973), and F.E. Emergy and Einar Thorsrub, FORM AND CONTENT IN INDUSTRIAL DEMOCRACY (London: Tavistock, 1969), pp. 42-52.

[11] See Daniel L. Duke, THE RETRANSFORMATION OF THE SCHOOL: *The Emergence of Comtemporary Alternative Schools in the United States* (Chicago: Nelson-Hall, 1978); Allen Graubard, FREE THE CHILDREN (New York: Pantheon Books, 1973); Bruce S. Cooper, FREE SCHOOL SURVIVAL (Minneapolis: Burgess Books, 1973).

[12] Teachers, furthermore, may not wish to take over the responsibility of running their own schools and selecting their own leadership. See, for example, the findings of Daniel L. Duke and others, "Teachers and Shared Decision Making: The Costs and Benefits of Involvement," EDUCATIONAL ADMINISTRATION QUARTERLY, Vol. 16, No. 1 (Winter, 1980), pp. 93-106; and V. Crockenberg and W.W. Clark, "Teacher Participation in School Decision Making," PHI DELTA KAPPAN, Vol. 61 (October 1979), pp. 115-118.

[13] Bruce S. Cooper, "Collective Bargaining for School Administrators Four Years Later," PHI DELTA KAPPAN (October, 1979), pp. 130-131.

[14] Survey conducted by the National Association of Secondary

School Principals and presented in a FACTSHEET, 1982.

[15] "The Brewing--and, Perhaps, Still Preventable--Revolt of the School Principals," THE AMERICAN SCHOOL BOARD JOURNAL (January 1976), pp. 25-27.

# CHAPTER III

# STATE LAW-MAKING AND THE RIGHTS OF ADMINISTRATORS TO BARGAIN

## Introduction

In the absence of state laws specifying bargaining rights for school administrators, school boards are not compelled by law to bargain with administrator organizations. Of course, some school boards recognize administrator organizations even when they are not legally required to do so. But as our research reported in Chapter II indicates, most unionized groups of school principals are located in states where public employee laws guarantee them the right to bargain. And even in those states where some school boards voluntarily recognize administrator units (e.g. Ohio, Pennsylvania, and Illinois) state laws are supportive of unionization for teachers and serve to enhance the climate for collective bargaining. As a practical matter, then, the likelihood that significant numbers of school administrators will become unionized depends on what state lawmakers do. This chapter and the next will look at the experience of one state, California, which moved from the category of those states without administrator bargaining rights to a state which provides that right.

This chapter is concerned with the adoption and implementation of California's Rodda Act because we believe that that experience tells us something about the conditions under which school administrators can win the legal right to bargain.

An Analytic Focus. We are primarily interested in using the case of California to illustrate a more general point about the adoption and implementation of collective bargaining laws that affect middle level school administrators. In all the states we visited, state policymakers considered school administrators to be a small and relatively unimportant group when compared with teachers. Thus the fate of school administrators, in collective bargaining laws, was decided in large measure as an adjunct to decisions on politically important issues involving teachers and other large categories of public employees. It is this politically marginal status that shapes the statutory fate of administrators and influences the conditions under which their legal status is defined during implementation of bargaining laws.

Our general point about California is a simple one. We shall show that the policy coalitions that shape state laws in legislative arenas also influence the way that laws are implemented. In the case of administrators, there is no strong political consensus about their role. This means that no stable, and politically potent coalition of groups stands by establishing and supporting bargaining rights for school administrators in the same way that such a group exists for teachers in many states. That means that insofar as administrators are considered, they are considered at the periphery of bargaining around more important issues. Thus bargaining rights for administrators, when they are established, are usually included as parts of larger political agreements. The coalition that initially supports such larger packages, then, is only weakly committed to the administrator portions. Such a coalition, then, will not pay much attention--as a politically cohesive and effective group--to the fate of school administrators once a law is adopted. See Table of Type 1.

We believe that the political context posed by California resembles that in many others states. The cast of characters is similar: diverse employee groups (unions and other organizations representing the many different types of educational employees), the familiar management groups (school boards associations and individual types of district), education specialists, and legislators who are active in education or labor and those who are only sporadically active.

The set of problems confronting policymakers is also familiar: defining who is eligible to bargain, what they can bargain about (scope), and devising procedures for getting beyond an impasse. While the California experience has its unique elements, we believe that our general

## EXAMPLES OF POSSIBLE COALITION BUILDING STRATEGIES AND THEIR EFFECTS ON THE DEFINITION OF POLICY DURING IMPLEMENTATION

| Type | Influence on Policy Statement | Subsequent Influence on Interpretations During Implementation |
|---|---|---|
| (1) Coalitions That Dissolve Into Constituent Parts Upon Passage--Policy created coalitions (eg different parts attracted by separate provisions) | • Policy has a laundry list quality with many specific and even conflicting provisions, in addition there may be provisions that are written in vague fashion to encompass different interpretations | • Separate groups lobby implementers favor their interpretations<br>• Implementers have great discretion to choose among conflicting provisi and to resolve vagu |
| (2) Coalitions that Partially Dissolve Upon Passage--Policy created coalitions in which some members are satisfied with statutory changes (symbolic) while other members want to use statutes to achieve material gains. | • Policy may have a degree of vagueness associated with the reconciliation of different groups | • Insofar as the init coalition groups that remain agr on what they want t achieve, they exert a uniform political force on implemente diminishing their discretion even tho the policy may be v |
| (3) Coalitions that Persist--<br>1. Stable, dominant coalition | • Policy may be a specific, consistent statement of the consensus agreed upon by the coalition, OR the coalition may support a relatively vague policy that they can adjust through lobbying of implementers or through subsequent amendments | • Dominant coalition in an "iron triangle" relationship with administrative implementers, wi legislative overseers providing alternative channels for influence (direct lobbying of implementers, capacity to threaten loss of support or retaliation, or ability to change the law). |

findings about the ways in which coalitions are built and how these shape the fate of administrators have some value for understanding the situation facing other states.

Rationale. This chapter is organized into the following sections. First, there is a description of the political environment in which school collective bargaining legislation is to be considered: a list of the actors, their beliefs, motivations and resources. Second, we will look at the proximate causes of the initiative to re-examine school labor relations laws and to seek a change in the status quo (defined by the Winton Act, a "meet and confer" law). Third, we examine the coalition building strategies engaged in by participants and its effects on the shape of the law finally adopted. This sets the stage for the next chapter which deals with the implementation of the law.

## The Political Environment

The political environment faced by any issues is shaped by the actors who populate it, and the characteristics of the institutions in which it is decided (1). Chart 9 represents a political map of this issue area. In this section we will briefly describe the institutional context and the different sets of actors active in school labor relations politics at the legislative level.

## A POLITICAL MAP OF SCHOOL LOBBYING
## GROUPS ACTIVE ON RODDA ACT

| ACTORS | GOALS | BELIEFS | RESOURCES |
|---|---|---|---|
| Legislature-- | | | |
| Sen. Rodda and staff | Stable system of labor relations in education | 1. Consensus among employer and employee groups on a single measure signals: its political feasibility and workability during implementation | Formal Position (chairman of Sen. Educatio Committee) reputation for fairness an legislative craftsmanship |
| School Management and Employer Groups-- | | | |
| 1. California School Boards Association (CSBA) | Desire to preserve management preorgatives | 1. Bill should contain:<br>a. limitations on the scope of bargaining<br>b. strong statement of management rights<br>c. preservation of management team (e.g. reservation of a category of managerial employees large enough to help in bargaining and the administration of agreements) | Legislative perception that the school boards represent legitimate interests and values (local control, management prerogatives, etc.); network of board members in many legislative constituencies; expertise. |

continued...

| ACTORS | GOALS | BELIEFS | RESOURCES |
|---|---|---|---|
| 2. ACSA (Association of California School Administrators) | Preservation of management prerogatives | 1. Same as school boards | Perception of legitimacy; network of school superintendents and other local officials capable of influencing legislators through constituencies; expertise |

| ACTORS | GOALS | BELIEFS | RESOURCES |
|---|---|---|---|
| School Employees Groups-- | | | |
| Teachers-- | | | |
| 1. California Teachers Association (CTA) | To represent school teachers as a professional group and as employees in collective bargaining; prevail over the competing CFT. | 1.A Bill that provides for<br>--recognition of employees right to bargain<br>--exclusive representation<br>--agency shop<br>--wide scope | Large membership;<br>capacity to make campaign contributio<br>to provide campaign workers;<br>expertise. |
| 2. California Federation of Teachers (CFT) | To represent teachers as their union; to prevail over CTA. | 1.A comprehensive public employees bill (covering all state, municipal and school employees).<br>2.In a more limited bill, CFT prefers "fair share" arrangements over compulsory agency shop because of CTAs numerical preponderance. | Strength in urban districts, claims on other AFL-CIO unions for support |
| 3. Professional Educations Group (PEG) | Collective bargaining is unprofessional | 1.Oppose all collective bargaining bills for teachers. | Numerically small group, allied with other Right to Work or anti-labor groups. |

| ACTORS | GOALS | BELIEFS | RESOURCES |
|---|---|---|---|
| School employees continued...<br>Non-education (or classified) school employees-- | | | |
| 1. California School Employees Association (CSEA) | To represent classified school employees (including supervisory employees); prevail over rival SEIU | 1. Comprehensive bill for all public employees most desireable because it would not be overly shaped to the unique needs of teachers.<br>2. In a bill limited to education, CSEA prefers a wider scope of bargaining, and the capacity to include supervisors. | Largest membership of classified employees; legislative and expert staffs. |
| 2. Service Employees International Union, AFL-CIO (SEIU) | To represent classified school employees and prevail over rival CSEA | 1. A bill that recognizes their members rights to bargain. | Alliance with other AFL-CIO unions. |

The legislature. The California legislature, like the U.S. Congress, has evolved practices in which committees serve as specialized bodies which consider legislation prior to attention by the whole house. In effect, the members of the committees are the most attentive decision makers in a given issue area because they are the people who specialize in the affairs of that area (2).

The California Legislature consists of the Assembly and the Senate. In the issue area of education, both the Assembly and Senate education committees have served as respected arenas for the shaping of educational policy. The leadership of these committees is respected for its expertise. They are, in turn, served by a highly professional staff of aides and consultants.

In general, when the members of these committees can agree, when the important interest groups agree, and when no important outside interests are involved, the recommendation of the education committees will carry the day in their respective houses. The dynamic is simple. When members of the committee cannot agree, and when the interest group are in conflict, those who lose at the committee stage simply appeal to the next stage (legislative floor deliberations, consideration by the other legislative house, etc.). One instrument of such controversies is for groups to provide information to the uninvolved about the advantages and disadvantages of proposals. In this manner, the information costs for non-expert participants are cut by the willingness of the informed participants to share their knowledge in a partisan manner. When informed participants are in agreement, such cutting of information costs for peripherally involved legislators simply doesn't occur(3).

The division of labor by committees can cut two ways. While it functions to enhance the power of committees like those in education when the scope of an issue is believed to be limited to educational matters, it can have the opposite effect when an issue is perceived to be broader, falling into the domain of other committees. So, when, as in the area of school finance, the issue is seen as involving the policy interest of other committees--like taxation and government operations--those other committees, and the related interest groups then cluster around them have the incentive and capacity to involve themselves and spread conflict to normally inattentive legislators. School labor relations is potentially an issue that can cut across committee lines. For example, a proposal was considered that would have regulated school employees as part of a larger public employees labor law. Thus while the education committees and their associated interest groups can have a great say in determining school labor policy, their preeminence is not guaranteed.

The School Lobby. The groups that pay the most attention to an issue area are those who members derive their incomes or status from that area. California's school lobby is heavily weighted in favor of the producers of education although a few consumer groups also exist.

California's school lobby is large, diverse, and blessed with abundant political resources. Its effectiveness has been greatest when it has been able to overcome its internal divisions and work in concert toward common ends (4).

The state's school lobby, like that in other states, is internally divided on many of the questions raised by collective bargaining laws. The school lobby mirrors the common divisions between labor and management as represented by the teachers, other school personnel, and school board and administrator groups. In addition, each side is divided by other conflicts, e.g. those between the National Education Association and American Federation of Teachers affiliates, between rival non-educational school employee groups, between big city and rural or suburban school boards.

The issue of collective bargaining effectively cleaves school lobby groups in the following ways. The management side is represented by the California School Board Association (CSBA), the Association of California School Administrators (ACSA), and by lobbyist for individual school districts (those from the largest cities are particularly active). Typically the management groups work relatively closely with one another.

The labor side is divided between organizations representing certificated (e.g. teachers and other educational employees who hold state certificates) and classified employees (e.g. bus drivers, clerical and service employees). The teachers are sought by the California Teachers Association and the California Federation of Teachers. The two teachers unions--CTA and CFT--have different characteristics. The California Teachers Association (CTA) is the larger, an affiliate of the National Education Association, and while its strength is statewide, it is less strong in major cities. The smaller statewide organization is the California Federation of Teachers (CFT), an affiliate of the AFL-CIO, and its strength is primarily in big cities like San Francisco and Los Angeles. In addition, the interests of some powerful local organizations (like the United Teachers of Los Angeles an organization with a mixed affiliation and separate identity) are frequently represented in Sacramento directly. The classified employees are represented by two rival organizations too. The larger body is the California School Employees Association (sometimes called "little CSEA" to avoid confusion with the hugh California State Employees Association). The smaller union is an AFL-CIO affiliate, the Service Employees International Union (SEIU).

A Political Map. In short, the environment of school labor legislation is one that is normally set in an arena defined by the legislative education committees, and it is peopled by legislative specialists and by the school lobby. Rather than describe each actor and their preferences in detail, we have summarized their characteristics and goals in Table 2.9. This chart is based on interviews with participants, the legislative testimony of organizations, characterizations supplied by long-time observers, and by

Summary. California legislative practices provide the education committees with great leverage over outcomes when the scope of conflict is confined to those things perceived as school matters. One means of limiting the perception of relevant issues--narrowing the scope of conflict -- is for the committee to define issues narrowly, and another is by securing internal agreement within the school lobby so that few incentives exist for participants to widen the scope of conflict. Although the school lobby is unified on some matters, school labor issues divided them into many separate groups representing management and labor. Thus, in order for education committee leader to achieve their ends, they must define issues as primarily concerned with education and they must achieve a relatively broad measure of support from diverse school groups.

## The Proximate Causes for a

## Re-Examination of the Status Quo.

In order for a new law to be passed governing school relations, two things had to happen. First, the school lobby had to agree that some change was necessary. Second, they had to agree on the same proposal. Failure to meet these conditions would produce a conflict that would go beyond the bounds of the education committees and produce an unstable and unpredictable situation.

It should be clear, from the previous description of the school lobby, that any widespread judgment about the inadequacy of the then-current (Winton Act) school labor law had to be multi-faceted. Because school lobby groups evaluated laws using different, and often conflicting criteria, the Winton Act had to be found wanting by labor and management groups for different reasons. In this section, we will briefly explain the major characteristics of the previous system, some of the long term changes that had been occurring within the school lobby, and the nature of the proximate cause of reconsideration during the early 1970s.

It is a truism that policy is often shaped by a clearer vision of what is to be avoided than what is to be achieved. Thus, in the manner of generals preparing for the last war, policymakers usually focus their efforts to remedying the shortcomings of the status quo. Lindblom, of course, tells us that it is both easier to achieve agreement on what is wrong and to agree on specific remedies than it is to build support and consensus on a more comprehensive sense (5).

The Status Quo. The Winton Act, passed in 1965, and its subsequent revisions and interpretations constituted the status quo facing those who contemplated creating a new system. The Winton Act, along with several other statutes and court decisions, provided for: the right of public employees to join unions and other organizations; required school board to "meet and confer" with an "employee council" and to produce a "memoradum of understanding" (6). The Winton Act did not explicitly limit the scope of discussions, what the school boards were required to talk about. It did not require boards to bargain in good faith but rather gave then the power to make decision unilaterally once discussion were concluded. And the employee councils, which often conferred with management, were based on proportional representation of employee groups, rather than the designation of an exclusive representation organization. In short, the Winton Act formalized some obligations in school labor relations--and in that sense went beyond states that did not have a law on the subject--but it stopped substantially short of the position taken by states with public employee collective bargaining laws.

The Winton Act, at the time of its passage, was largely a consensus measure (7). It was viewed by management groups--school administrators and school boards--as a measure that did not extend bargaining rights to employees, and that preserved management's right to make decisions unilaterally, while at the same time providing some structure for discussions. It was initially supported by the California Teachers Association--the largest of the teacher groups--because it provided, through the employee councils, a forum for the discussion of both employee and professional concerns. At the time, the CTA--unlike its rival, the California Federation of Teachers--opposed collective bargaining. CTA also felt that proportional representation on employee council would emphasize its majority status and put the more militant and vocal CFT membership into perspective.

Dissatisfaction with the Winton Act. By 1975, employee and employer organization support for the Winton Act had changed dramatically. The causes of dissatisfaction were diverse, reflecting the different interests of the participants but they cumulatively provided the impetus for a re-examination of the statutory basis for school labor relations. Changes on the employee side reflected long-term shifts in positions by the largest organizations (CTA and CSEA), while those on the employer side were shaped by both the long term development of the Winton Act and by a major series of court decisions.

Employee Organizations Change. Historically, the largest school employee organizations--CTA and CSEA--had opposed collective bargaining. Over time, both organizations responding to national shifts and to the need to maintain effectiveness in their competition with their AFL-CIO rivals, shifted their positions. The CTA, for example, under pressure from the parent National Education Association had changed its own opposition to collective bargaining into an aggressive position for support. After a period of conflict, involving leadership changes within CTA, CTA shifted its position on the issue.

An important consideration in both the shift of CTA and CSEA was their numerical superiority over the state rivals. Typically employee organizations are in conflict with other employee organizations for members and for the power to negotiate with employers. Thus, the California Teachers Association (NEA) and California Federation of Teachers (CFT) were locked in a struggle for certificated employees. A parallel struggle existed between CSEA and SEIU for classified employees. The outcome of these on going organizational rivalries could be shaped by a change in the rules from the Winton "meet and confer" system to collective bargaining.

The advent of collective bargaining almost always means the designation of an exclusive bargaining representative, one organization to speak for a given set of employees. The organization that achieves that designation, through an election or some other specified means, can benefit greatly in terms of power, money in the form of "fair share" payments, and increased memberships, The numerically smaller employee organizations--CFT or SEIU--would, of course, be disadvantaged in struggles to become the exclusive bargaining representative. Thus once CTA and CSEA had changed their positions about collective bargaining, important organizational power considerations spurred their efforts to achieve their new goal of pursuing a statutory change from "meet and confer" to a system of collective bargaining.

The American Federation of Teachers and Service Employees International Union, as unions, had always been opposed in principle to "meet and confer" laws that fell short of collective bargaining. Yet there were some advantages for them in an arrangement that at least gave these organizations proportional representation on the employees councils particularly if the alternative was no representation at all. Thus, there were reasons for AFT and SEIU to be somewhat apprehensive about the prospect that a collective bargaining law might pass with the additional support of CTA and CSEA. Indeed, one former legislative staff person characterized CFT's prior support of collective bargaining as being confined to laws that had little chance of passage. Whether that characterization was accurate, the fact remains that some organizational considerations must have caused some internal cross-pressures between a commitment to collective bargaining and the minority status of the unions.

There were, of course, ways to resolve the cross-pressure between organizational survival concerns and expressed principles in ways short of going-back on the commitment to collective bargaining. It was possible, for instance, to press for an "ideal" bill unacceptable to other participants and to otherwise raise objections to specifics without abandoning the principled position. But there were also pressures within both CFT and SEIU that made such a strategy problematic. Specifically, both unions contained locals with strength in a few big cities. These locals constituted the most important segment of the state units strength. The big city locals, in turn, would unlike their parent organizations benefit greatly from the coming of collective bargaining because it was likely that they would win the designation of exclusive bargaining representative. According to several interviewees, these locals constituted important forces--within the parent organizations--pressing for support for a feasible bargaining bill.

Thus on the labor side, the organizations found themselves dissatisfied with the Winton "meet and confer" system. The largest groups had changed their positions on collective bargaining, and they sensed the enormous gains they might made should a bargaining law pass. At the same time, the smaller employee unions maintained their existing commitment to collective bargaining for both historic and organizational reasons.

Employer and Management Organizations Change: Historically both the California School Boards Association (CSBA) and the Association of California School Administrators (ACSA)--the major administrator group--had opposed collective bargaining for school employees. The Winton Act system, which relied upon a formal requirement to confer without a requirement that the parties actually bargain, was consistent with these historic positions. Indeed, according to a former Assemblyman, the school boards had succeeded in getting the original Winton bill amended to change "bargain in good faith" to "meet and confer." Similarly, ACSA and its predecessors, reflecting the views of its superintendent and other administrator members, had opposed both comprehensive and education-only collective bargaining legislation.

CSBA re-examined its position on bargaining and the Winton Act before ACSA. Initially, CSBA had advised its member boards that the Winton Act required them to do very little other than schedule "pro forma" meetings with employee organizations. But, according to several interviewees, these meetings evolved into increasingly formal bargaining sessions. In addition, demands on the school board's time--legitimated by the Winton Act requirements--became increasingly burdensome as militant employee organizations used litigation and other means to claim their rights.

Two court decisions served to shift the CSBA from their position in support of the Winton Act, with revisions, to one that supported a major new law. Basically the two decision called, *San Juan* and *Yuba City* (8), were seen by the CSBA as expanding the scope of bargaining--the things the Boards were required to confer about with employee organizations--to categories that ought to have been reserved for management. The general management position was to reserve some items--often equated with policy decision--for their consideration alone. The two decisions, interpreting the board's obligations under the Winton Act, found that the formulation of educational policy was within the scope of negotiations. A school board lawyer characterized the decisions as requiring the boards to talk about everything. In addition, the decisions called into question the status of resulting agreements, a point that worried some organizations on the employee side.

With the *San Juan* and *Yuba City* decisions, the status quo was no longer acceptable to the leadership of the school boards. So they sought statutory limitations on scope, in return for recognizing an increasingly real bargaining situation. For that reason the CSBA leadership decided to become the "only school board association in the country to support a collective bargaining bill (9)."

This move proved to be divisive in terms of CSBA's own membership and its alliance with the school administrators in ACSA. Several CSBA staff people described the "sales job" required due to the "internal resistence" evidenced by many local boards. They noted tha the sales job involved emphasizing the dangers of the more comprehensive alternative bills and the shortcomings of the status quo definition of the scope of bargaining.

This shift by CSBA took ACSA by surprise. An official of ACSA described the response:

> ACSA was out on a limb; we were opposed to collective bargaining when the school boards came out in support. We reexamined our position in a hurry. After a lot of soul searching and internal conflict, we got together with CSBA. We said we would also support a bill with: limited scope and a strong statement of management rights...(10)

So thanks to the decision of the CSBA, and the acquiesence of ACSA, the thorny issue of a bargaining bill--in principle--was resolved in favor.

Sen. Rodda acknowledged the significance of this step in a speech delivered after passage:

> The leadership representing the School Boards and the School Administrators had to travel about the state educating their people and urging them to take a more positive attitude toward the legislation. And I commend them for that effort; without that support I never could have obtained the kind of support for the bill that emerged.(11)

Thus by 1975, the major groups in school labor management relations (the California School Boards Association and the California Teachers Association) were prepared to seek changes in the Winton Act. The CSBA set a high priority on obtaining a more limited scope of bargaining, and specifying other management rights more explicitly. Furthermore, the leadership of CSBA--although not all its membership--was willing to concede some extension of employee bargaining rights in trade. The CTA, for its part, wanted bargaining rights for its members. In short, dissatisfaction with the Winton Act had been augmented to a point that a new law seemed likely.

## Strategic Choices

While circumstances favored a reconsideration of the Winton Act and its "meet and confer" system, a number of obstacles remained before new educational labor legislation could be passed. Although the school lobby could agree that the Winton system required overhauling, their individual analyses of what was wrong and how it should be fixed varied considerably. It seemed unlikely that the school lobby, given its internal divisions, could--through voluntary coordination alone--achieve agreement on legislation to replace the Winton Act.

What was needed to overcome the obstacles to legislation was an entrepreneur who would take the responsibility for assemblying the required coalition of supporters, and devising a strategy for using the materials provided by the school lobby in a creative and effective fashion. In this section, I will briefly describe Sen. Rodda's role as that entrepreneur, and the selection of a strategy that relied upon the bill to create the coalition of supporters necessary for passage.

An Entrepreneur: Sen. Albert Rodda, and his staff, performed the important policy entrepreneurial function in this case (12). Basically, a policy entrepreneur is someone who assembles the raw material provided by the diverse motivations of others into a workable, cooperative enterprise. Performing the function requires knowledge of what the actors want, what they will accept, the credibility of negotiate as well as the power to enforce agreements once made. Sen. Rodda and his staff together fit these requirements. He had the formal position of Chairman of the Senate Education Committee, a committee through which nearly all other legislation of interest to the school lobby had to pass providing groups with an incentive to maintain his goodwill. He was respected for his knowledge and integrity by other members of the legislature (he was later selected as Chairman of the Finance Committee). Both he and his staff, notably his aide John Bukey, had over time developed considerable knowledge about the constellation of interests by school labor legislation. This information came from earlier legislative initiatives, undertaken by Rodda and others, that had served to fill-out their conceptual map of the issue area (13).

In addition to his personal attributes, circumstances worked to provide Sen. Rodda with a chance to play a central role. After the replacement of Gov. Reagan, who has opposed public sector collective bargaining, with Gov. Jerry Brown, observers believed that a comprehensive public sector bargaining law was imminent. Such a law would, of course, had subsumed education and left little room for a more narrowly draw law arising out of the school lobby. Over several years, however, the negotiations between labor and management groups had repeatedly broken down and Gov. Brown's ardor for a comprehensive law had cooled. While it appeared for a time during the 1975 session that Sen. Dills more comprehensive bill would pass, that effort too collapsed. The fate of the Dills bill affected Rodda's role in two ways. First, the prospect that it might eventually pass led some groups--notably the school boards--to view Rodda's efforts more favorably because they believed that a comprehensive bill would be less sensitive to their special needs than a one drawn specially for education. Second, the demise of the Dills bill provided Rodda with the chance to advance his bill as the single vehicle for achieving a new law, thus remedying the perceived ills of the "meet and confer" system.

A Strategy: Sen. Rodda, his staff, and others had repeatedly called his bill and the strategy that produced it a "consensus" approach. By that they meant that the bill was supported by most of the diverse groups that constitute the school lobby. The desire to achieve a consensus was, according to one former Rodda aide, the core of his approach to politics:

> Sen. Rodda stakes his effectiveness on integrity. He wants parties to reach a consensus, and he wouldn't carry a bill unless everyone agreed....(14)

Integrity, in this sense, meant that a bill he carried is one that had the backing of relevant parties and so the notion of consensus legislation was one that is fused with the Senator's belief about the nature of his own effectiveness. In addition, other interviewees discussing the bill as a "consensus" bill alluded to the common assumption that a labor bill that was backed by both labor and management was one that the parties can "live-with" in practice. All of these characterizations of "consensus" imply a degree of comprehensive agreement on the part of the parties.

For analytic purposes, it is useful to go beyond the surface characterization of Sen. Rodda's strategy as a "consensus" approach. The term is somewhat misleading in that "consensus" implies widespread agreement. The actual behavior of both of the Rodda team and the school lobby indicates that the nature of agreement was more fragmented. While the parties ultimately agreed to a single bill, they agreed to it for many different reasons. One observer wrote: spa

> As eventually passed by the Assembly,...., the bill contained amendments sufficient to gather support from nearly all the interested parties, including the California Teachers Association, the California School Boards Association, the California Federation of Teachers (AFL-CIO), the Association of California School Administrators, and the Service Employees International Union (AFL-CIO), plus others. Complete opposition was forthcoming only from the small Professional Educators Group; the California School Employees Association had enough objections to withhold active support (15).

A descriptively accurate characterization of the Rodda strategy is that it relied upon using specific bill provisions as the instruments for assembling sufficient coalition to pass it. The bill, in short, would construct the coalition that would pass it. Several assumptions underlay this approach. First, a bill restricted to education would confine political activity to the attentive public. Second, such a bill would pass, in the absence of more comprehensive legislation, if it could get widespread support from the most important management and labor groups of the school lobby. Third, while the diversity of the school lobby precluded a truly "consensus" approach, the very specificity of group goals might be used constructively. Each group wanted to replace "meet and confer" with "something else," and each believed that they were disadvantaged by continuing the status quo. While each wanted something from a new system, those things differed. The problem, then, was to use those items most preferred by each group to gain their support for a package. This, of course, meant that some trade-offs would have to be made through the acceptance of undesirable items. The Rodda strategy appears to combine two approaches familiar to political scientists: the minimum winning coalition and commitment strategy (16). Sen. Rodda and his staff made sure--through bargaining and negotiations--that the bill contained items that each important group considered a high priority. After the failure of the competing comprehensive bargaining bill, the Rodda bill constituted the only plausible vehicle for the achievement of those goals. Rodda made clear that he would not continue to sponsor the bill unless the major groups continued their support. Realistically the chances for the bill's success, whatever the sponsorship, depended upon the continued support of the major employer and employee groups. In short, the school groups found themselves part of a minimum winning coalition. The defection of any single partner would signal the end of the coalition's chance for success. Thus, the bargaining power of each participant was at its height. At the same time, another factor worked to control their demands. They were engaged in a mixed-motive, non-zero sum game with one another: a failure to stay together would create a situation in which each would lose something that was valued. Rodda was thus in a position effectively to commit himself to his bill, and fight back any further demands for concessions using as a resource the very tenuousness of the coalition he led.

## The Bill and Its Coalition

The various features of the Rodda Act will be described in this section. Each major element will be discussed in terms of its political function, that is the contribution it made to the bill's final coalition of supporters. The items to be discussed in this section are the right to bargain, the specification of the scope of bargaining, the exclusion of employees from the coverage of the act and the special treatment accorded to supervisory employees, and other issues (17).

1. The Right to Bargain: A series of provisions in the Rodda Act establish the right of public employees to bargain thereby compelling public employers to bargain with them. Without going into detail, the right to bargain is established in the following fashion. While under the Winton Act, public educational employees enjoyed the right to join unions and other employee organizations, the Rodda Act provides for the certification of a single employee organization as the exlusive bargaining agent for employees

within a given unit. School boards must negotiate only with the employee unit that receives the designation of exclusive representative. Negotiations must be conducted on all matters within the statutorily defined scope of representation (or scope of bargaining). And these negotiations must be conducted in "good faith." The Act further authorizes the parties to enter into "written agreements" resulting from those negotiations. In short, the Rodda Act established a formal system of collective bargaining by providing for an exclusive employee representative, and by compelling school boards to bargain "in good faith" with that representative.

This item was, of course, a central goal on the labor side of the coalition. The California Teachers Association believed it stood to gain both members and additional power with the coming of collective bargaining. The Service Employees International Union, with its large urban local, also stood to make some gains although the numerical advantage of the California School Employees Association would put it at a disadvantage in statewide competition. Both CTA and SEIU supported the Rodda Act primarily because they believed that it was the best available vehicle for the achievement of bargaining rights. While the California Federation of Teachers and California School Employees Association agreed, in principle, that collective bargaining was desirable both were less enthusiastic about the Rodda

Act. Both CFT and CSEA expressed greater support for the comprehensive Dills bill. Despite these differences, it is clear that the Rodda provisions for collective bargaining constituted a strong appeal for the support of employee organization and that appeal was responded to by the enthusiastic support of the largest employee group (CTA) and succeeded in muting the misgivings of other employee groups.

On the employer side, the acceptance of collective bargaining--required by law--constituted an important concession. The California School Boards Association, in the words of one of its official, "became the only school boards association in the entire country to support a collective bargaining bill." Perhaps a closer characterization was the one made by a former Rodda staffer, sympathetic to the CSBA position, who said that CSBA *accepted* a bargaining law in order to get a limited scope of bargaining and a strong statement of management rights. There may have been, in addition, other proximate spurs for CSBA to accept bargaining. One official pointed to the prospect that some form of bargaining was inevitable:

> "The Berman and Dill's Bills were a problem. The teachers were supporting the more *extreme* bills. The most restrictive bill was the one preferred by CSBA.

In short, the key to CSBA's acceptance of collective bargaining in the Rodda bill rests on its ability to achieve gains in the bill's other provisions.

2. Scope: An important issue was that of scope. The Rodda Act reads:

> "3543.2. The Scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. 'Terms and conditions of employment' mean health welfare benefits...leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security... procedures for processing grievances....All matters not specifically enumerated are reserved to the public school employer and may not be the subject of meeting and negotiating, provided that nothing herein may be construed the right of the....employer to consult with any....employee organization on any matter outside the scope of representation...." (emphasis added).

Basically the statutory or case law statement of the scope of bargaining (or representation as the Rodda Act calls it) determines what the parties are compelled to discuss in their negotiations. The Rodda Act contains a restrictive formulation of scope because it lists several items and reserves all other subjects to the employer (18). One reporter stated concisely the political issue presented by scope:

> Scope of bargaining: Just what can be bargained is a key issue. Generally speaking, it is to management's interest to have the scope of bargaining drawn as narrowly and specifically as possible; for labor the reverse is true.....(19)

The California School Boards Association had as its main purpose a bill that would restrict the scope of bargaining. Their position was shared by the Association of California School Administration (ACSA). A CSBA lobbyist expressed his organization's dissatisfaction with the status quo and its remedy:

> The Winton Act required that the school board 'meet and confer' with employee organizations. After the San Juan and Yuba City decisions, we were required to 'meet and confer' about everything. So we supported a bill, SB 160, that would limit the scope of bargaining to wages, hours, and conditions of employment.

Typically, employers prefer a restricted list of mandatory, or required, subjects of bargaining or representation. Such a list is meant to restrict the scope to enumerated items thereby reserving all other matters to the governing board. Like other public employers the school boards believed that increased scope diminished the citizen's control over government.

Public sector employee organizations, for their part, tend to be more interested in wide scope than their private sector counterparts. The California School Employees Association, representing non-educational school employees, ultimately opposed SB 160 because of limited scope. A CSEA lobbyist explained:

> CSEA wanted wider scope in the Rodda Act....When the bill got through we were frustrated at what was non-bargainable. (Why?) Take classifications, these are important to our members (the job classification system of civil service

> employees]. And lay off procedures, teachers already have good protection in the law, they are told by the end of the school year whether or not they will have a job. We get only a thirty day notice and that is waivable when unforseeable reasons occur.

The CTA and AFT, the teachers organizations, also expressed some reservations. AFT's objections were somewhat stronger that those of CTA which was more committed to getting the bill through. All CFT lobbyist said:

> We had strong reservations about the scope of bargaining, and we would like to see it amended and expanded. (How?) Supply budgets, for example, we need paper to work. Everything not enumerated in the bill is reserved to the school boards.

In short, CFT believed--like others--that the bill effectively narrowed scope to enumerated items.

The CSBA and ACSA postion was seen by the participants as having prevailed. The Rodda Act specifies a short list of mandatory subjects of bargaining: "wages, hours of employment and other terms and conditions of employment." But the labor side succeeded in broadening the scope of further defining "terms and conditions of employment." The expanded list includes items that management could have considered to be within their prerogatives such as: leave and transfer policies, class size, procedures for employee evaluation. In addition, matters of organizational security--affecting the well-being of the organization representing employees (membership requirements, the collection of dues, etc.)--are also included under the term. Finally, a permissive list of items on which the exclusive representative of employees may consult (but without a right to do so) goes further to include: the definition of educational objectives, determination of course content and curriculum, and the selection of textbooks (subject to legal limitations). Finally, the Act specifies "all matters not specifically enumerated are reserved to the employer and may not be a subject of meeting and negotiating" (unless the employer chooses to negotiate them).

Interestingly, the dispute over the scope of bargaining centered on the precise language of the statute (20). The belief, shared by all participants, was that the language could determine what was actually negotiated when the law went into effect. As it turned out, however, the distinction between items within and without scope was increasingly blurred through local practices, PERB decisions and by the courts. The problem was that the language, despite its apparent precision, dealt with a vague world in which many policy considerations (reserved for management) could be interpreted as having an impact on employee working conditions. Upon passage, a CSBA official expressed his fear about what would happen during implementation.

> "Perhaps the biggest potential problem, aside from money, is the scope of bargaining. According to executive director Joe Brooks of the California School Boards Association, his

> organization insisted any compromise bill had to keep educational policy off the negotiating table. He feels these subjects should be kept open for the public. Employee groups apparently have the attitude that power will determine which topics come up during bargaining (21).

The bill's scope provisions were, in short, written to favor management. Yet there were concessions to labor in the extended list of enumerated items. In the language of the statute there was little ambiguity about the superior position obtained by management, but the disadvantaged labor side could bide its time for an assault on these provisions during implementation.

3. Exemptions: The issue of who was not allowed to bargain (exemptions from the protections of the law) was the critical one for school administrators. The fate of school administrators was shaped in large measure by these provisions of the law but few participants thought explicitly about principals and assistant principals as they worked out the specific language.

The Rodda Act excludes from its coverage two types of school employees, manager and confidential employees, and restricts the participation of a third type (supervisors) to bargaining through units separate from rank and file employee units. Management and confidential employees are excluded from bargaining rights:

> 3542.4. No person serving in a management position or a confidential

> position shall be represented by an exclusive representative. Any person serving in such a position shall have the right to represent himself individually or by an employee organization....No representative shall be permitted by a public school employer to meet and negotiate on any benefit or compensation paid to persons serving in a management or a confidential position."

The Act defines these employees as:

> "3540.1 (g) 'Management employee' means any employee in a position having significant responsibilities for formulating district policies or administering district programs..."
>
> "3540.1 (c) 'Confidential employee' means any employee who, in the regular course of his duties, has access to, or possesses information relating to, his employer's employer-employee relations."

Undisputed examples of management employees are high district officials who constitute the "superintendent's cabinet," confidential employees include secretaries and other assistants to managers.

The Rodda Act does describe another type of employee--supervisory employees--as separate from all other employees, but unlike management and confidential employees, supervisors have bargaining rights. A supervisory employee was defined functionally as:

> "3540.1 (m) ...any employee, regardless of job description, having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to and direct them, or to adjust their

> grievances or effectively to recommend such action, if, in connection with the foregoing functions, the exercise of such authority is notof a merely routine or clerical nature, but requires the use of independent judgment."

In addition, the Act restricted their participation to bargaining through units meeting specific requirements:

> "3545.2 A negotiating unit of supervisory employees shall not be appropriate unless it includes all supervisory employees employed by the district and shall not be represented by the same employee organization as employees whom the supervisory employees supervise.
>
> 3545.3 Classified employees and certificated employees shall not be included in the same negotiating unit."

In short, the test for supervisory employees used a functional one based on language very similar to the National Labor Relations Act (although NLRA differs from the Rodda Act in that it excludes supervisors from coverage). And the Rodda Act required supervisors to bargain through units separate from those of the rank and file and prohibited the mixing of certificated and certified personnel in the same supervisory unit.

The issue of exclusion, who is to be ineligible to bargain, is one that usually does not divide labor and management in principle. But there are often divisions in practice. A California Federation of Teachers lobbyist, for example, noted that management was entitled to a core of employees loyal to it in order to meet their obligations to bargain in the board's behalf. The CSBA and ACSA, on the employer-management side, wanted a substantial management exclusion--the basis for a "management team"--as a necessity for a workable collective bargaining law. Despite such agreement, there were differences between the positions. These differences were summarized by a reporter:

> Management wants supervisorial, confidential and managerial personnel very carefully described and, generally speaking, done so in a way as to exempt the maximum number of employees; for labor, the reverse is true. In either case, the reason is one of relative power: Management wants to protect its ability to carry on in the event of a strike or lockout, and labor wants to strengthen its ability to withold worker's services.(22)

In the private sector, the eligibility line has been drawn between rank and file employees and all other employees. Thus the private sector model excludes from bargaining all employees above those in the rank and file. Indeed, the Wagner Act was amended by Taft Hartley specifically to exclude union activity on the part of foremen and other supervisory employees (23).

Many states have, however, dealt with public sector superviosrs differently in their laws regulating public employees. Currently, of the 31 states having public employee bargaining laws affecting education, 24 permit public sector supervisors to bargain.

Supervisors in the public sector are a large and rather amorphous category. In education alone, such a group might arguably include: for certificated personnel such people as assistant superintendents, curriculum supervisors, principals and assistant principals, department heads; for classified personnel, the list extends from assistant business managers to head custodians. It is often argued that many public sector supervisors, unlike those in the private sector, exercise relatively little discretion of the type associated with manager. Drawing the boundaries between those permitted and not permitted to bargain, then, often involves deciding what kinds of middle management personnel to include and to exclude.

The treatment of supervisors did not pose as important a point of contention as the scope of bargaining issue. There were, however, differences between labor and management positions on the coverage of supervisors. The "classified" employee organizations had supervisors within their memberships. In addition, a group of San Francisco school administrators, mostly principals, existed and they lobbied on behalf of bargaining rights for themselves. Other labor organizations representing "certificated" personnel were less involved. CTA had, over the years, become mainly a teachers organization. And AFT expressed some ambivalence, one lobbyist told us: organization. And AFT expressed some ambivalence, one lobbyist told us:

> We are not delighted. But it is not a bad idea. Administrators have a dual role. In

> bargaining they are part of management. They enforce the agreement. In small district, they are part of management.

In any event, neither CTA nor CFT made bargaining rights for school administrators as important a priority as CSEA or SEIU.

Reservations about supervisory bargaining rights were expressed by CSBA and ACSA both concerned about the shrinking of the "management team" and about the practical effects (the capacity to run schools during strikes and the ability to enforce bargained agreements) of inclusion.

The management side, despite opposition in principle to supervisory bargaining, chose to do little about it. A school board lawyer said:

> We, the school boards, preferred to have no vague area. There was a fear that the supervisors were going to go with the teachers in the larger districts.

A representative for the Association of California School Administrators stated flatly that they were opposed to bargaining for school administrators at that time. Despite these misgivings the management side did little to make the explicit exclusion of principals part of the Rodda Act. Several explanations exist for this. It was not clear from the statutory language that principals would indeed get the right to bargain. Even if they did, no one expected many principals to exercise that right even if it were granted. And finally, the issue was too small to sacrifice other goals--particularly in the scope of representation during negotiations.

The Rodda staff had both principled and practical reasons for engineering the compromise of providing supervisors with bargaining rights exercised through units separate from those of rank and file employees. As to principle, several staff members alluded to their desire to increase choices for school supervisors. One said:

> We made attempts to give leverage for middle management by narrowly defining management. If you are not management, then you can bargain. Principals had a choice, if they were not going to be part of the management team, they could bargain. In Los Angeles, the superintendent intimidated the supervisors so they declared themselves management. In San Francisco they were more sophisticated and more labor oriented. Principals don't know which role to play: they fight downtown but don't really like being adversarial.....

In addition, practical reasons reinforced this commitment on the part of the Rodda staff. Specifically, the composition of CSEA and SEIU--both of which included supervisors in their membership--necessitated some recognition of the right of supervisors to bargain. While it is possible that they might have defined the right of "classified" supervisors to bargain narrowly, another consideration was also present. The situation in San Francisco provided the Rodda staff with the incentive to keep the status of supervisors as a broad group in the bill. One staff member said:

> San Francisco had a supervisory union. And we were concerned about San Francisco. They had the potential to make trouble.

In its final form, the Rodda Act contained a broadly written exclusion for management and confidential employees. These were acceptable to both the employer and employee groups. Indeed, the very broadness of the management exclusion could be interpreted as covering principals. Next the Act provided supervisory employees with bargaining rights. This was a priority for the classified employee unions and it was not a significant enough issue for management groups to endanger the compromise bill. Certificated, administrative personnel--mainly principals--had their status left in an ambiguous form. Supervisor was defined functionally rather than by title. Thus the status of principals was arguable, leaving those supporting and opposing principals bargaining to interpret it either way. Finally the restrictions on the kinds of units supervisors might join provided material for other conflicting interpretations about its practical effects. The requirement for separate units was seen as an obstacle to organizing principals. The trouble of setting up a separable unit, for certificated supervisors, coupled with the prospect of small gain were expected to discourage much organizing of principals.

Thus, the requirements of coalition building might have introduced, with respect to the bargaining rights of principals, a degree of ambiguity in the law. It was, in the short run, not in the interests of the various parties to resolve that ambiguity. Each side chose to interpret the outcome as one that favored them, but some of these interpretations were in practical conflict with others.

Other issues: The Rodda staff negotiated other compromises on the bill's remaining features. Organizational security matters--involving the nature of dues or other employee contributions to exclusive representatives--were left to individual bargaining situations. Impasse procedures--what to do in case of failure during bargaining--were, for the most part, left somewhat vague. No right to strike was created by statute, and a host of other impasse procedures--fact finding, the capacity to agree to compulsory arbitration, etc.--were enumerated but not required. For the most part these compromises were seen as favoring management marginally more than labor. Management had long opposed agency or union shop arrangements and the right to strike for public employees. Another issue revolved around the specification of "unfair labor practices," and the enforcement of those provisions. Typically, employer organizations oppose a detailed listing of such practices--usually failure to live up to the provisions of the labor law (e.g. the Rodda Act)--because it is unions who generally bring such proceedings against employers. Thus the listing of practices and provisions for their enforcement constitute a compromise that favors labor over management.

## Summary

The foregoing discussion of the Rodda Act indicates that each of its major provisions produced a specific reason for a group to support it. Employer organizations got some things they wanted badly at the expense of accepting provisions desired by employee organizations and vice versa. It should be clear that it was the specific elements in the bill that drew the different groups to support it rather than a consensus that the system represented by the Rodda Act was the most desirable one. Indeed such a strategy of coalition building, the use of the bill's provisions to create the coalition that supported it, might have been the optimal one for a legislative environment characterized by diverse dissatisfactions with the status quo of the Winton system, and by groups representing conflicting interests. Table 3 represents the various major provisions of the Rodda Act along with the groups who were most for those provisions and those opposing groups who accepted them despite misgivings in order to achieve other goals.

## TABLE 3

| PROVISIONS | GROUPS FOR | GROUPS WILLING TO CONCEDE |
|---|---|---|
| The right of school employees to bargain through exclusive bargaining units | All employee groups except for the minor Professional Educators Group | CSBA, ACSA |
| Limit the scope of representation (bargaining) | CSBA, ACSA | CTA, CFT, SEIU, CSEA (with strong reservations). |
| Exclusion of management and confidential employees | CSBA, ACSA | No significant opposition from employee organizations |
| Supervisory bargaining rights | SEIU, CSEA, San Francisco administrators group | CSBA, ACSA |
| Impasse procedures short of the right to strike | CSBA, ACSA | CTA, CSEA, SEIU |
| Organizational security items negotiable | CTA, CSEA, SEIU, CFT. (Would have preferred union or agency shop) | CSBA, ACSA |
| Specification of unfair labor practices | CTA, CSEA, SEIU, CFT | CSBA |

A number of conclusions can be drawn form the passage of the Rodda Act in California. First, the legal status of school administrator bargaining was shaped by actors who were preoccupied with other issues or whose focus was on other supervisory employees. While many of the actors--particularly the unions and Rodda-- were interested in extending bargaining rights to as many people as possible there was little direct pressure (aside from that exerted by the San Francisco principals group) to include educational middle managers. It is clear that an ambiguous status for school administrators was the price that both managment and labor were willing to pay in order to achieve other, far more important, goals.

Second, California policymakers responded to their own environment, and their own political needs in dealing with the supervisory bargaining issue, rather than drawing directly from the National Labor Relations Act. Some observers have suggested that the national model of supervisory exclusion would be a logical one to adopt. And while the legislators did draw upon NLRA language-- to define management and supervisory employees-- they felt quite free to differentiate between the private sector's practices and their own plans for the public sector.

Third, it was obvious that the coalition of groups supporting the Rodda Act were not in basic agreement and failed to press the basic differences among them on the issue of supervisory collective bargaining. The wording of the law avoided openly granting or denying the right to bargain; instead, the statute differentiated between managerial and supervisory employees (in a fashion that could conceivably exclude principals as managers), and denied supervisors the right to join rank-and-file organizations. Ambiguity about the principals role was apparently a price most were willing to pay to achieve their other ends.

These and other issues raised by the Rodda Act were to be dealt with during the law's implementation. The next chapter details the role of the Public Employment Relations Board (originally entitled the Education Employment Relations Board, or EERB) in making sense of the of the statute. There is also some evidence from interviews that neither the management nor labor (pro-supervisory bargaining) groups were pleased with the results: the school board in San Francisco felt that law was too strong in its support of supervisory bargaining and the United Administrators of San Francisco felt the law too weak and unspecified. Once the law was adopted, each side could be expected to press its own favored interpretation.

The next step in the policy process was implementation, as the EERB began to grapple with the meaning of the law for local administrators. This topic is treated in chapter IV.

# Footnotes

1. For a discussion of political maps, see Arnold J. Meltsner, "Political Feasibility and Policy Analysis," *Public Administration Review*, No. 6 (Nov.-Dec., 1972).

2. Arnold Meltsner, John Kramer, Gregory Kast, Robert T. Nakamura, *Political Feasiblity of School Finance Reform in California* (New York: Praeger, 1972). For a description of California legislative practices, see George Blair and Houston Flournoy, Legislative Bodies In California (Belmont, California: Dickenson, 1967).

3. Robert T. Nakamura, Schools, "Information and the Policy Process", unpublished dissertation, Dept. of Political Science, University of California, Berkeley, 1975.

4. Arnold Meltsner and Robert T. Nakamura, "The Political Implications of *Serrano*," in John Pincus, ed., *School Finance in Transition* (Cambridge, Mass: Ballinger, 1975).

5. See Charles Lindblom, "The Science of 'Muddling Through.'" *Public Administration Review* (19), pp. 79-88. For a discussion of Lindblom's assumptions , see Ian Lustick, "Explaining the Variable Utility of Disjointed Incrementalism," *American Political Science Review* (Vol. 74), pp. 342-353.

6. For a discussion of that system, see Institute for Industrial Relations, "Proceedings of Conference: The Meyers-Milias-Brown and Winton Acts: Major Issues in Public Employee Relations," Jan. 21, 1971.

7. See Gordon Winton, "Memorandum on the History of the Winton Act," dated 5/26/67. By 1972, eight states (Calif., Idaho, Kansas, Minnescta, Missouri, Montana, Oregon) had adopted some version of the meet and confer approach, see Lee Shaw, "The Development of State and Federal Laws," in S. Zaponia, ed., *Public Workers and Public Unions* (New York: American Assembly, Columbia University, 1972).

8. *San Juan Teachers Association v. San Juan School District*, *Yuba City Unified Education Association v. The Board of Trustees of the Yuba City Unified School District 44* A3d 232 (1975).

9. California School Boards Association interviewee.

10. Association of California School Administrators interviewee.

11. Sen. Albert S. Rodda, "Breakthrough in California" (extemporaneous remarks) in Frederic Meyers, ed., *The Rodda Act* (Los Angeles: Institute of Industrial Relations,

University of California, Los Angeles, 1976), p. 16.

12. For a discussion of policy entrepeneurship, see Eugene Bardach, The Skill Factor In Politics (Berkeley: University of California Press, 1972).

13. For a review of this and other legislative attempts, see Bruce Keppel, "The Collective Bargaining Issues." California Journal (April, 1975), pp. 119-138; and Bruce Keppel, "From a Sure Thing to Let's Wait and See." California Journal (November, 1975), pp. 394-396.

14. Interview with Rodda aide.

15. David J. Bowen, "New Collective Negotiations Act for California Public Schools," California Public Employee Relations (December, 1975), p. 13. For other examples of this strategy, see Meltsner and Nakamura, op.cit., and Stephen K. Bailey and Edith Mosher, ESEA: The Office of Education Administers A Law (Syracuse, New York: Syracuse University Press, 1968), chapters 1-3.

16. William Gamson, "A Theory of Coalition Formation," American Sociological Review, Aug. 1961, pp. 373-382; Thomas Schelling, The Strategy of Conflict (Cambridge: Harvard University Press, 1970).

17. Summarized from Senate Bill 160, approved by the Governor, September 22, 1975, filed with the Secretary of State on Sept. 22, 1975. For a further discussion, see Felicitas Hinman, ed., Collective Bargaining in California Public Education, SB 160— The Rodda Act, Policy and Practice Papers presented at a statewide conference held in Los Angeles, Dec. 5-6, 1975, sponsored by the Institute for Industrial Relations, University of California, Los Angeles (Los Angles: Institute for Industrial Relations, 1976).

18. For a survey of state laws and their treatment of scope, see John Pisapia, "The Legal Basis of Administration Bargaining," unpublished paper, 1979.

19. Keppel, "The Collective Bargaining Issues," op.cit.

20. See Paul Prasow, "Understanding the Rodda Act," in Felicitas Hinman, ed.Collective Bargaining and Civil Service in Public Employment: Conflict and Accomodation (Los Angeles: Institute for Industrial Relations, 1976).

21. Leah Cartabruno, "Yet Another Bargaining Board With Massive Financial Problems," California Journal, April, 1976, p. 124.

22. Bruce Keppel, "The Collective Bargaining Issues: Who Is Covered, Scope of Negotiations, Resolving Deadlocks," in

*California Journal*, April 1975, p. 119.

23. See Subcommittee on Labor, Committee on Labor and Public Welfare, Legislative History of the Labor Management Relations Act, 1947 (Washington: Government Printing Office, 1974).

24. Pisapia, *op. cit*.

# CHAPTER IV

## IMPLEMENTING SCHOOL ADMINISTRATOR BARGAINING POLICY

This chapter details the implementation phase of the labor relations process at the state level (1). The groups concerned are those at the local school district level whose behavior is supposed to be shaped by the law, and those at the state level such as the quasi-judicial labor law bodies (such as California's Public Employee Relations Board) who are given the legal responsibility to interpret the law. As the previous chapter indicated, the law was a political document which contained as many contradictions and ambiguities as were necessary to achieve agreement. This meant that the implementation of the Rodda Act, or any complex piece of educational labor legislation is itself a significant phase. The real meaning of a piece of school labor legislation is defined in how its requirements are actually applied in the world. In this instance, the fate of educational supervisors and what they (and others) were permitted to bargain over constituted two of the most important issues left to the implementation phase for resolution.

This chapter has several purposes. First, it will point out the central role played by an administrative body (the PERB) which has functional counterparts in every state that has public employee collective bargaining. As school supervisors become involved in collective bargaining-- a system bounded by legal rights and obligations-- more of their legal fate will be decided by such tribunals. Second, the chapter will discuss the important role of political coalitions in shaping PERB decisions, which in turn shape the legal environment in which school employees exercise their rights. In the case of California, two important decisions by PERB will be emphasized because they demonstrate the power of the agency to fundamentally shape the meaning of the law and to define who it covers. Third, we will introduce some comparative material-- drawn from another state in similar circumstances (Florida)-- to indicate the political limits within which PERBs operate.

## California's Rodda Act

The 1975 Rodda Act became effective in increments during the first six months of 1976. Responsibility for overseeing its implementation--interpreting provisions, certifying bargaining groups, adjudicating grievances and other disputes, and generally make the Act work--was given to a board created by the Act: the Educational Employee Relations Board (EERB which was later renamed the Public Employee Relations Board or PERB).

PERB worked through regional staffs who dealt directly with local school districts and employee organizations. The full Board served as an appeals and administrative body.

Hence, while the regional board staffs handled much of the regular contact with the field, the state body determined the framework of rules and interpretations within local districts and unions worked.

A number of works have dealt with the quantitative outputs of the system as organized by PERB (2). Other studies have chronicled PERB's internal difficulties, emphasizing the splits and dissension which characterized the membership of the board (3). In our research, the PERB becomes a vital instrument in defining policies during the implementation. While one can argue that while some defining and clarification occur at all levels--local, regional, and state--it remains clear that the state labor board's decisions are distinguishable from the individual interpretations and adjustments of local negotiations and the narrowly applicable decisions of regional hearing officers.

In effect, PERB decisions--unless overturned by the courts in those instances where judicial review is permitted-- have the same standing as the statute in regulating labor-management relations. For that reason, the focus of this section will be on important PERB decisions that have structured and defined the meaning of the Rodda Act. This interpretive activity by PERB, in the view of nearly all actors interviewed, has substantially altered the meaning of the Act. Indeed, one PERB member has contended that the system of PERB and court decision-making which grew up around the Rodda Act has taken on a life of its own and empowered participants--lawyers who litigate and negotiate on behalf of the parties at both the local and state levels--in educational decision-making (4).

The specific theoretical question posed by the Rodda Act is how a coalition building strategy based on specific appeals to a disparate public will influence the further definition of policy during implementation. For reasons specified in the previous chapter, we believe that such coalitions will characterize the groups that shape school labor law-- and hence the bargaining rights of school administrators-- in the states. To deal with this question, this chapter is divided into the following sections: First, it begins with a brief definition of the discretion which legislators delegate to PERB through the formulation of law. Specifically, the discretion was passed down in several forms: a *formal* delegation of the power to interpret the statute; and *informal* and even inadvertant delegations in the form of some contradictory provisions and vague phrases. supporting coalitions which passed the Rodda bill.

Second, there is a discussion of the political discretion delegated to PERB through the dissolution of the coalition that passed the law in the first place. As our Florida comparison case will demonstrate, the absence of a powerful coalition standing behind a statute's original meaning is quite significant in determining how much leeway an administrative tribunal has to re-write a law during implementation. Third, we will turn to an analysis of two important cases (involving scope and administrator bargaining rights) which indicate how PERB has used its freedom and authority to interpret and thus change the meaning and impact of the statute. Fourth, a comparison between the California and Florida experience is made to indicate how a similar law and situation can vary in its outcomes and results.

## Delegation of Discretion to PERB

The Rodda Act gave to the labor board (the EERB/PERB) the statutory discretion to interpret the meaning and intent of the Act. Because the law was a new one, the slate was relatively clean. Thus the law-makers passed on considerable latitute because the PERB was to re-create a system of regulations that was wiped out when the Rodda Act repealed the Winton Act. Frederic Meyers, Director of the Institute for Industrial Relations, wrote:

> . . .growing instability was a characteristic of the Winton Act period; both school managers and organizations of school employees had begun to feel some confidence in their understand of the rules. Now all of a sudden, they are faced with an entirely new set of rules. In the abstract, many of them may have felt a new set of rules was badly need

> and, again in abstract, they may have felt that the new rules would be better than the old.
>
> However, as Reginalde Alleyne has pointed out rules written by legislature can, in this complex arena, rarely be clear and unambiguous. The parties, the Educational Employment Relations Board and the courts will--over time--flesh out legislative ambiguities, often deliberate, so that the parties will gradually know with more certainty how to behave. Now, I feel sure, there is vastly more uncertainty than certainty. (5)

## Sources of PERB Power

Delegations of powers are, of course, not confined to the formal power to interpret statutes discussed above. Indeed important delegations of discretion may lay in what legislators choose not to decide. The sources of discretion during implementation are well known. First, insofar as policy-makers fail to make specific choices in writing a statute, they pass on the discretion to those involved in implementation. Thus, for example, coalition-building considerations may lead policymakers to write policies in vague phrases because a more specific formulation might endanger a coalition's capacity to cooperate, or they may put contradictory provisions in a statute for much the same reason--to please a diverse group (6). Second, interest groups may influence policymakers to keep choices open for the implementation process in the hopes tha the groups will have a greater say in the less public--and threatening--arenas provided by the implementation process.

Third, the subsequent activities of policy implementation and evaluation require the cooperation of other actors and groups--whose own organizational and other goals were inadequately represented during policy formulation--and whose activities require a policy to be adapted to the "imperatives" presented by these other environments (7).

Each of these general reasons has some similarity to the case of the implementation of the Rodda Act in California. The previous chapter noted the statutory ambiguities which were left for PERB to resolve, confusion growing out of the coalition building process. There is some evidence that the labor relations groups believed that they would have a good second chance to change to shape policy during the implementation phase--believing that the PERB, courts, and governor (who appointed them) would be more sympathetic to their cause (8). Finally, the capacity of policy-makers to fine tune proscriptively a collective bargaining system to be applied to over a thousand diverse school district was limited at best.

Unique Sources. In addition to the above characteristics, shared by the Rodda Act and other such policies, there are other sources of discretion that a specific to the Rodda Act. First, as we have noted, the law issues explicit discretion to PERB to interpret the act and issue binding rulings. Second, implicit delegations arise from the quasi-judicial status of PERB (for example, it has to interpret the statute in light of its own precedents, using in many situations precedents from its own past as well as similar bodies like the courts and the National Labor Relations Board).

A third important source of political discretion comes from the political circumstance that produce the Rodda Act. In this issue area, the legislature deferred to school groups and to its own specialized committees. Since the coalition of school groups had temporarily coalesced behind the legislation and then resumed its diversity and conflictual qualities, no unified coalition persisted after its enactment (9). Thus, the discretion of PERB was greatly enhanced because the backers of the original legislation no longer existed as a unified force once implementation began. So, for example, should PERB violate the original or expected intent, no coalition stood ready to yell, return to the state legislature, and work to overturn the PERB interpretation.

## PERB Decisions

In short, PERB was to become the main arena for the further definition of the Rodda Act during implementation. While some reinterpretations of the law would undoubtedly occur at the local level through individual negotiations, PERB decisions would provide the authoritative interpretation of the rules of the game until changed by courts or the legislature. Indeed, the courts either supported or extended PERB's powers (10). The legislature, for its part, has not acted to curtail far-ranging PERB decisions, nor have they acted to alter substantially the statute itself. Indeed, despite PERB's internal difficulties, and despite the fact that PERB has ruled that school principals may bargain collectively, the legislature has even expanded PERB's jurisdiction to cover collective all public sector bargaining. Thus, PERB began as and remains the primary arena for the interpretation of the Rodda Act. And the Board has used its power to alter substantially the meaning of the Act as it was understood at the time of passage.

This section deals briefly with two important areas in which the Rodda Act has been reinterpreted by PERB. These are cases dealing with scope of bargaining and school administrators' bargaining rights.

## Scope

As the chapter on the formulation of the law indicated, the scope of bargaining bargaining or negotiations (that is, what the two parties were obligated or permitted to negotiate and form bilateral policies about) was an item that separated management from labor. The Rodda Act had been carefully written to reconcile both sides of the issue and to solicit their support for the bill. Each side, however, focused upon different aspects in their decision to form the coalition.

Management, according to interviews with the California School Board Association and the Association of California School Administrators, saw their main goal as reducing the scope of bargaining from the Winton Act (11). They believed that they had achieved this through the Rodda Act's "strong management rights" section: reserving matters not enumerated to the employer and furthermore specifying limitations on bargaininable items by name. Management saw as the most vital, the limiting phrase: "All matters not specifically enumerated are reserved to the public school employer and may not be the subject of meeting and negotiations." The stress of labor was on the introductory phrase: "the scope of representation shall be limited to matters relating..." and their understanding of "matters relating" was a broad and permissive one.

The legislative compromise had, in short, introduced a degree of vagueness and ambiguity into the law. While each phrase, read separately, had the ring of specificity, read together, their meaning was not clear. In addition, the actual implementation of this language would, in local school district, raise these contradictions in highly specific terms. How, for example, would the limitation of scope apply to an item which was not specifically enumerated (thus, outside the scope) but relevant in some fashion, to those items that were enumerated (thus potentially within scope). A PERB hearing officer characterized the dilemma as being presented by an "internal contradition" in the statute (12). Another said, in an interview, that the difficulty lay with the world itself; the division between legitimate labor and management rights was in practice not clear since all management decisions conceivably affect the terms and conditions of employment and vice versa. The Rodda Act left it to PERB to determine in cases whether a particular item was within or outside the scope of representation (Section 3541.3 b).

In two cases, PERB hearing officers dealt with a large number of scope issues pertaining to classified and certificated employees. One school board lawyer called these "monster" decision because of the large number of issues and precedents involved. In addition, the decisions were seen by both labor and management as significant because the cases dealt with model contract proposals advocated by the California Teachers Association and the California School Employees Association. Thus, when the school boards refused to bargain on a number issues raised by these organizations, claiming them to be outside the scope of negotiations, the state was set for major decision-making affecting many other situations by PERB. These two cases are usually referred to as the Jefferson and Healdsburg decisions; the former dealt with teachers, the later, with classified school employee contracts (13).

Without going into detail, the facts and issues are similar: The union asked to bargain about a set of items that management rejected as outside the scope of bargaining--thus setting the stage for "unfair labor practices" charges by both sides. The issues turned on whether the items in dispute were within the scope of representation or not; if they were within, then the school districts would be guilty of failing to negotiate in good faith. If the items were outside scope, then the unions would be guilty.

The decisions were also similar in their determination of the legal issues involved. The hearing officers-- who made the initial determination -- both rejected the school districts' contentions that the items were beyond the scope of bargaining because they, the issues, had not been specifically enumerated in the statue as outside. Both decisions viewed the statutory language as failing to delineate specifically two separate labor and management spheres. For example, the Jefferson decision stated:

> To merely assign a problem a label classifying it as a "policy matter" or a "working condition" when there are clearly competing considerations is hardly to face the matter squarely (p. 16).

Healdsburg had similar language:

> . . .many subjects inevitably relate to both th scope of representation in the Meyers-Milas-Brown Act, defined broadly as "wages, hours, and other terms and conditions of employment" . . ., and to reserve the areas of management preorgatives.

The decisions went on to explain that the Rodda Act language failed to settle the issue. Indeed, both decisions contend that it is impossible or unwise to draw a statutory line which will clearly separate the scope of bargaining, and that such a line must be drawn on a case by case basis.

Both decisions view the list of permitted items for bargaining broadly, suggesting that a claim that a dispute is relevant to an enumerated item is an examinable claim.

Jefferson:

> Although the statute attempts to limit negotiations to the enumerated subjects, the question with respect to any particular scope dispute is whether there is a sufficient relationship between the disputed item and one or more of the enumerated subjects in order to require negotiations (p. 10).

Indeed, Healdsburg advises school district to examine union claims about items being in scope as part of their negotiations:

> . . . the requirement to meet and negotiate in good faith implies and includes a willingness to consider the possible relationship between matters not specifically enumerated as being within the scope of representation and those subjects which are clearly within scope. . . .

The *Jefferson* and *Healdsburg* decision, then, go on to dispose of the specific items in dispute, using different versions of a balancing test applying them to an intermediate area bewtween clearly management only and clearly management and labor concerns. Management is obligated to negotiate on unspecified items to the extent that they are relevant to the items specified in the law.

In short, the *Jefferson* and *Healdsburg* cases have substantially expanded the scope of bargaining from the specified list found in the Rodda Act to a much longer list of items that are relevant to those enumerated. School district lawyers and lobbyists stated flatly that they believed that these decisions have taken the lid off scope entirely. Virtually anything can be interpreted to meet the PERB test. A PERB hearing office whom we interviewed agreed in part, noting that it is the interpretation of the item, not its intrensic properties, that make it a management or labor issue.

The scope language of the Rodda Act so laboriously worked out during the formulation period, represented a tenuous compromise at best. Once the implementation phase began, the different sides-- tried to influence the PERB to side with its interpretation. While managers might have had some strong claims on the face of the statute--with its blanket prohibition against items not specifically enumerated--, they failed to persuade PERB to endorse their view. Instead, labor prevailed, aided by the precedents from the pre-Rodda period, by the somewhat contradictory language of the law itself, and by the ambiguity inherent in the terms of what is legal for collective negotiations. Had the original coalition, which had agreed to the original intent of the Rodda Act held together, it is conceivable that the PERB decision negating the limitations of scope to those items enumerated in the law might have overturned the interpretation in subsequent laws. But to date, this has not happened.

## Administrator Bargaining Rights

Having used the scope issue as an example of how PERB could use its discretion to change the direction of the orginal legislative compromise-- albeit one whose intent was unclear on the face of the state--, we now turn to an area that was somewhat clearer in language. Based on a reading of the statute alone, it is difficult to see how principals could gain the right to bargain collectively.

The Rodda Act explicitly or implicitly defines four categories of employees in two sets: the first set is comprised of "management" and "confidential" employees who are ineligible to bargain collectively. The second set consists of "supervisory" employees and all remaining school employees, both of whom are entitled to seek bargaining representation but are to be represented by separate negotiating units or unions.

While apparently clear, the Rodda Act does contain some ambiguities when applied to such school administrators as principals, assistant principals, department chairpeople, and other middle-level personnel. A number of problems emerged as PERB attempted to understand and interpret the meaning of the Act. First, there was a question of boundaries between types of employees. Were middle-level administrators intended to be in the "management" or "supervisory" category? A decision would determine whether or not they would be eligible or ineligible to bargain. The definitions are functional rather than by job title. Thus someone must interpret how the should classify various employees (14).

Second, there are some ambiguities about how, if at all, a middle level school administrator ought to be represented (15). Read two portions of the Act together--

(1) requirements that supervisors and the supervised must be represented in separate units, and (2) that all classrooms teachers must be represented by the same unit--has led some to believe that the Act makes a unit of school administrators with teaching certificates impossible.

Several explanations and interpretations were advanced by interviewees for the way which school administrators were handled by the law. The Rodda staff offered a political explanation of the need to reconcile organizations whose membership included supervisors along with rank and file employees (mainly state government groups, not educators, including SEIU and CSEA), and prevent the opposition of the San Francisco principals group.

Thus, the status of supervisory employees was recognized in the law and the concerns of school district management about conflicts of interest between the supervisor and the supervised were addressed by the legal requirement for separate units and broad management exclusion. Labor believed that it had gained some statutory guarantees ensuring a form of bargaining for employees above the rank and file. Another view, a managerial one held by the school boards and administrators state associations (CSBA and ACSA), was that the law was written forebade middle administrators from bargaining.

It appears that the management side, who thought educational supervisors (particularly principals) were excluded had some strong statutory language in their favor. A school board association's lawyer pointed to the broad definition of manager (that is, someone who formulates or administers district policy) as evidence that a large number of administrators would be excluded from bargaining. And ACSA lobbyist pointed to the same language and added that his organization interpreted the requirement the requirement of separate supervisory and rank and file units along with the requirement of total classroom teacher representation as make it impossible for school administrators to form a unit because it had to separate (composed of administrators). But since administrators also had teachers certificates, they were caught in between without the right to bargain. That is, as administrators, they could not join the teachers group; but as certificated teachers, they as administrators could not form a competing unit alone.

Taken together, these explantation indicate that both management and labor sides believed that they had won, and both supported their conclusions by citing the language of the Act. Thus, a measure of ambiguity entered the statute's treatment of school administrators because of coalition-building concerns. Different provisions were written to reconcile various interests. Together, these provisions could be interpreted by management and labor to reach different and conflict conclusions. In addition, as the formulation chapter indicates, the central focus of participants had been on scope and other questions so the different understandings of management and labor about administrator eligibility for negotiations was simply not examined; or, perhaps, participants were hesitant to divide themselves over a relatively minor issue at the time.

PERB, in a series of decisions, settled the question and established the bargaining rights of school administrators in several ways. The lowest level supervisors, those with the least discretion, became eligible to join the rank-and-file unions through a functional test of supervisory status. The management exclusion was narrowed so that only a few high-ranking district executives would fall into the category thereby making the remainder eligible for bargaining. And the Board certified an administrator bargaining unit as the appropriate negotiating representative, thus disposing of both the separate unit and exclusive classroom teachers unit questions. These actions were taken in the following decisions.

Lompoc was a landmark decision in that it effectively disposed of the broad statutory definition of management and thus restricted the coverage of the management exclusion to a few high officials (16). Recall that a management employee was someone "having signfiicant responsibilities for formulating district policies or administering district programs. The "or" is significant because many school administrators -- almost by definition-- administer district programs even when they do not formulate them. The majority wrote:

> Although the National Labor Relations Act itself contains no definition of "management employee," the National Labor Relations Board (NLRB), with the approval of the federal courts, has defined management employees as those "who are in a position to formulate, determine, *and* effectuate management policies". That definition is basically similar to the definition in Government Code, Section 2540.1 (g). The single real difference appears to be the use of the *conjunction in the NLRB definition* and the *disjunctive in the Government* Code *definition* in demarcating the formulation and administration of policy. (emphasis added).

That difference, although significant in the eyes of management, was not seen as important of the California labor board (EERB). Instead, the majority went on to use the NLRB definition --rather than the language of the Rodda Act. Two of the three board members concurred on this implicity formulations:

> No controlling significance can be ascribed to the Legislature's use of the disjunctive in Section 3540.1 (g). The reference to "significance responsibility" in that section modifies both "formulating district policies" and the "administering of district programs." It is settled that the disjunctive particle "or" should be construed as "and" in cases where such construction is necessary to carry out the obvious intent of the legislation.

Since the only school district officials who both formulate and administer policy are those at the highest levels, the Lompoc decision makes the management exlusion clause of the Rodda Act very narrow, thus permitting most middle administrators to fall outside the exlusion and bargain.

The implications of Lompoc were made more explicit in San Francisco decision (17). In this action, the Board upheld a hearing officer's decision to certify the United Administrators of San Francisco as an exclusive bargaining representative for school middle administrators. To do this, the decision explicitly reiterates the Lompoc test for management as requiring both policymaking and administration and finds that the unit (which includes virtually all educational administrators except the superintendent's cabinet) is a permissible one. Since the certification of

San Francisco association makes the issue of whether or not a unit is possible moot, the decision does not explicitly deal with the technical objection of the impossiblity of such a unit under the Act (18).

The management side, while expressing unhappiness about the PERB decision, did not try to change the law through the state legislature. Such a statutory change for middle level educational administrators was at least plausible. The only significant group of organized principals was that in San Francisco, and the position of other labor organizations was only mildly supportive of principal unionization. But the Association of California School Administrators (ACSA) which represented a large number of superintendents and principals as part of management, had during the after the law's passage, altered its opposition to bargaining for administrators. It had moved from opposing to being neutral on the issue. An ACSA official explained the association's position:

> We believe principals were part of management. Later, after the Lompoc decision, some principals said they wanted the option. Elementary principals in Los Angeles were supportive. The high school principals always considered themselves management. At the secondary level

> principals have more discretion.
>
> . . .ACSA formed an ad hoc task force. . . This is rather a tender territory, given the mix composition of ACSA. The elementary principal in LA wanted the option. The superintendents and assistant superintendents, and other central office people, didn't want there to be an an option. The task force reported said there ought to be an option (Interview).

In short, the PERB interpretation was subsequently supported by the most important management group, if somewhat tactily, thereby neutralizing the opposition from within the association. Thus, any move by the school boards association (CSBA) to change the Act in the legislature would divide management ranks between superintendents and board members at the state level.

These bargaining decision affecting administrators are instructive for two reasons. First, the interpretation of PERB that the legislated "or" should be read as "and," was significant for its boldness. Those decisions clearly reinterpret the meaning of th statute and thus allowed supervisors to bargain. Second, despite the boldness of this and other decisions in management exclusion, no significant effort was made to amend the law to benefit the managerial position. In part, this inactivity may be attributed to the low probability of success. The state school boards group (CSBA) would have had to act alone; the coalition which had supported the initial formation in the law was no longer in effect. And indeed the possibility of an open division within management ranks-- between CSBA and ACSA-- might have averted action on the school boards part. Labor no longer had anything to lose by disagreeing with management, and the management side was itself divided on this question.

## Florida: A Counter-Example

The Florida experience poses a useful contrast to that of California. There are enough similarities and differences between the two cases to offer a natural experiment. The circumstances of passage were analogous insofar as the coalition of groups passing the law were assembled in rather a similar and tenuous manner. In addition, the law was seen as ambiguous in its treatment of bargaining rights of school middle administrators and supervisors.

Next, the state labor agency, th Public Employment Relations Commission (PERC), interpreted the law to make a group of principals eligible and to recognize their bargaining unit in Dade County (Miami). The differences begin at this point. The opposing groups--the Florida

School Boards Association (FSBA) and the Florida Association of School Administrators (FASA)--succeeded in getting the law amended to specifically exclude principals and other middle-rank supervisors from bargaining.

In Florida, a comprehensive public employment relations law was passed in 1975 (19). According to interviewees, the main spur to legislative enactment was an external source: an order by the Florida Supreme Court to implement a state constitutional right, based on a 1968 Florida Constitution, to public employee collective bargaining (20). Although the legislature passed the law, over the strong opposition of the school boards associations, its passage was not the result of a strong pro-labor coalition. Indeed, nearly all of labor's subsequent efforts to strengthen their position in th law have been defeated in the state assembly. Though the labor coalition was not strong in the legislature, it received a boost from the Supreme Court order.

The portion of the Florida statute relevant to school administrators was ambiguous about who was or was not to be granted bargaining rights (as witnessed by the official state recognition and certification by the PERC), both the FASA and FSBA took the position that middle administrators were excluded by means of definitions and managerial functions. Several teachers unions officials told us that they beleved that the law would cover middle level school administrators and entitle them to form a separate bargaining unit.

Again, as in California, the Florida PERC decided in favor of bargaining rights for school administrators (21). They certified a principals bargaining union Dade County-Miami; in so doing, PERC rejected the claim that principals in Dade County were management under the law.

In short, the law was ambiguous, the PERC resolved the confusion in favor of principal bargaining rights, and the management side was unhappy with the settlement. Here the differences began, Mangement was united in their desire to keep middle level school administrators from bargaining. No splits developed between FSAA and FSBA. Furthermore, no schism emerged within the state administrators association, as had happened within the Association of California School Administrators.

A number of factors worked in favor of FSBA and FASA. They pursued the narrow goal of statutorily limiting the bargaining rights of school administrators, rather than challenging the major elements of the bargaining law. In so doing, they limited the amount of opposition from the school unions that represented rank and file employees; while unions were opposed to limiting the rights of principals to bargain in principle, their own status as unionists was not under challenge by this attack on the supervisors. In addition, the Dade County principals themselves had altered their position and agreed (1) to seek voluntary decertification before the law was altered and (2) not to oppose the move to amend the law which would effectively decertify them. In return, they hoped for better treatment from their Board; and they did receive a "grandfather" clause in the law guaranteeing their negotiated contract for the following year.

In 1974 labor law was thus amended in 1977 to change the definition of managerial employee; a list of titles covering middle level school administrators was added to the law effectively making all school administrators managerial. Subsequently, the PERC acted on the request of the Dade County School Administrators Association and the School Board of Dade County, and decertified the union (22).

The Florida case provides a useful counterpart to the experience in California. In both instances, the coalitions that passed the laws were joined only by temporary convenience, and the resulting law for administrators was unclear with management and labor differing in their interpretations. Furthermore, the state commissions (PERC and PERB) behaved similarly in both places by resolving the ambiguities in favor of administrators having the right to bargaining representation. Indeed, the interpretation of the PERC in Florida was even closer to the statutory language than that of California's PERB.

However, in Florida, the management group was sufficiently cohesive and modest in its goals to achieve a change in the statute itself, thereby overturning the pro-labor PERC decision. In California, the management groups were divided internally, and faced a strong labor sector, such that no coalition was possible. There were, of course, differences, the most important being that the Florida school boards group had never supported the initial bargaining law. But their success in amending the law indicates the relatively weak position of school adminstrators when their bargaining rights are opposed by a united management group and they lack the support of other elements of the the labor movement, or those groups are themselves relatively weak.

## Conclusions

The California case represents one experience with a particular coalition-building strategy, its effect on the content of a law, and the subsequent process of further delineation and definition during implementation. While descriptively accurate, one cannot easily generalize to all states with employment relations laws based on these few examples. A larger comparison is necessary. These conclusions, then, are tentative:

1. Formulation: The legislating of the Rodda Act is an example of a coalition-building strategy that used a series of policy provisions to attract a disparate coalition of

supporters. Each major group received the policy provisions they most desired in return for giving concessions to the intense preferences of other groups. This strategy has elements of both the minimum winning coalition (maximizing the leverage of coalition members) and of the commitment strategy that uses the desire for a settlement to lead participants to accept a compromise. Insofar as the collective bargaining coalitions in others states reflect the fragmentation and multiple goals of the California groups, we expect a similar strategy to be used in passing legislation. s.ap

2. *Ambiguous Results*: Due to the nature of supporting coalitions, and the policy provisions used to attract their support, the final statute contained major ambiguities. They were of several types: vague language, conflict between specific provisions, and uncertainty about how provisions should be applied to cases at the margins of statutory categories. Under those circumstances, the law gives the administrative agency (PERB or PERC) broad discretion (the capacity to choose among interpretations) in how they define the specific regulations that bind local participants. Insofar as such ambiguities characterize laws in other states, the discretion of the administrative agencies will increase.

3. Dissolving Coalitions: The coalition of supporters for the Rodda Act, held together for hte duration of the legislative process by their common interest in getting a law passed, vanished upon passage of the bill. The components of the supporters returned to their previous adversary relationship, divided between general "labor" and "management" stances. Thus, the group that might have stood behind the policy as formulated no longer existed as a unified force. Again, discretion was transferred to the implementers, primarily the state administrative body whose decision would stand until reversed by the courts or the legislature. Again, insofar as this situation is found in other states, the transient nature of collective bargaining coalitions will strengthen the hands of those in administrative authority by diminishing the prospects for legislative intervention.

4. PERB Acts: The subsequent definitions of the Rodda Act by PERB had a substantial effect on the meaning of the law. In two instances, the definition of scope and administrator bargaining rights, PERB in California went beyond the language in the law to sustain their interpretation. Such discretion may have, in part, resulted from the absence of an effective legislative coalition to reinforce the initial understanding the bill. Unlike New York where principals and superintendents have different

state and national associations, in California, ACSA (the Association of California School Administrators) is a common group for both middle *and* top school administrators--perhaps explaining why ACSA changed its position from strictly pro-management to "neutral" in its reaction to *Jefferson* and *Healdsburg* and to move among some administrators to bargain (or at least to preserve the option). The contrasting example is posed by Florida in which administrators lost hte right to bargain because in part because the school board and superintendents associations stood firm and the Dade County group gave way. This indicates that principals do have a measure of control over their fate, although that control is marginal. In both states the expressed preferences of principals and their groups were considered. School boards and superintendents, after all, do have some vested interests in maintaining the goodwill of their supervisorsory personnel.

In short, these cases provide valuable insights into how bargaining laws for administrators get implemented and changed in the process. It also reinforces the notion that laws and their interpretation have an enormous impact on the behavior of local administrators. In Florida, the collective bargaining movement died for school principals when Dade county administrators and supervisors lost their right to bargain. While in San Francisco and in other places administrators do bargain. This difference is, in part, attributable to the the role of law in the process.

## FOOTNOTES

1. For a discussion of implementation, see Jeffrey L. Pressman and Aaron B. Wildavsky, Implementation (Berkeley: University of California Press, 1973); Milbrey McLaughlin, "Implementation As Mutual Adaptation: Change in Classroom Organization," in Walter Williams and Richard Elmore, eds., Social Program Implementation (New York: Academic Press, 1976); Eleanor Farrar, John DeSanctis, David K. Cohen, "Views from Below: Implementation Reserarch in Education," Teachers College Record (Fall, 1980); Robert T. Nakamura and Frank Smallwood, The Politics of Policy Implementation (New York: St. Martins': 1980).

2. See for example, Senate Bill 160: Task Force Report written by an Assembly-Senate joint staff, Feb. 1978; Richard Currier, "A Case Study: 16 Public School Job Actions and the Use of Impasse Procedures," Jack Brittain, "At the Table: The Implemention of Collective Negotiations Under the Rodda Act," both from California Public Employee Reporter June, 1977; Institute for Industrial Relations, UCLA, The Rodda Act: One Year Later (1977). EERB, Annual Report, 1976 and 1977.

3. Leah Cartabruno, "Yet Another Bargaining Board With Massive Problems," California Journal (April, 1976).

4. Ray Gonzales, "New Decision Makers in Education," Sacramento Bee (11/15/77).

5. Frederic Meyers, "Introduction," The Rodda Act (IIR, UCLA, 1976).

6. Robert T. Nakamura, "Strategies for Defining Policy During Implementation," in John P. Crecine, ed., Research in Public Policy Analysis and Management (CN: JAI Press, 1981).

7. Martin Rein and Francine Rabinovitz, "Implemenation: A Theoretical Perspective," in W. D. Burnham and M.W. Weinberg, American Politics and Public Policy (Cambridge: MIT Press, 1977); and Milbrey McLaughlin, op.cit.

8. There were letters from school district boards and management contained in CSBA, ACSA, and legislative files indicating misgivings about the powers of PERB whose membership would be appointed by Governor Brown. The San Francisco local of AFT noted some of the opportunities presented by the new law in Dick Meister,

"Rodda Act: A Real Voice for Teachers," a pamplet, 1976.

9. For a discussion of another bill in which its coalition of supporters bbecame dormant (rather than disintegrating) after passage, see Beryl Radin, *Implementation, Change, and the Federal Bureaucracy* (New York: Columbia University Press, 1976).

10. Lower courts dealt swwiftly in dismissing early attempts to vitiate the Rodda Act by the Professional Educators Group and others opposed to teacher unionism. And in the landmark case of *San Diego Teachers Association vs. Superior Court for San Diego*, the Supreme Court expanded the PERB's powers in unfair labor practices to include responsibilities over a judicially created right of public employees to strike.

11. For a strong statment of management's reasoning, see Joseph Herman, "Scope of Reprsentation Under the Rodda Act: Negotiable and Non-Negotiable Isues," *California Public Employee Relations*, March 1973.

12. *CSEA vs. Healdsburg Union High School District and Healdsburg Union School District* (Case No SF-CE-68), 7/14/78, p. 11.

13. *Jefferson Classroom Teachers Association, CTA/NEA vs. Jefferson School District*, Unfair Practice Case Nos. SF-CE-33 and SF-CO-6, proposed decision, 7/13/78; and *California School Employees Association vs. Healdsburg Union High School District*, Unfair Practice Charge, Case No. SF-CE-68, proposed decision, 7/14/78. Both hearing officer decisions were affirmed by PERB in 1980.

14. Many states rely on exclusions by title rather than function.

15. Meyers, "Introduction," *The Rodda Act*.

16. *Lompoc Unified School District and Lompoc Education Association* (CTA/NEA) *and Lompoc Federation of Teachers, Local 3151* (CTA/AFT) , Case Nos. LA R-38 LA-R-268, EERB Decision No. 13. An earlier case dealing with the functional definition of supervisor was *Sweetwater Union High School District, CSEA Chapter 471, and SEIU, Local 102*, Case Nos. LA-R-27, 28, 696; EERB Decision No. 4.

17. *San Francisco Unified School District and International Brotherhood of Teamsters Local 960, San Francisco School Administrators Division and United*

*Administrators of San Francisco and San Francisco Teachers Association, CTA, and San Francisco Federation of Teachers, AFT*, Case no. SF-R-149, EERB Decision No. 23.

18. Other issues on the separateness of units were dealt with in *Fairfield Suisun Unified School District and California School Employees Association, and its Solano Chapter 1948 and Mutual Organization of Supervisors* , Case No., SF-R-548, PERB Decision No. 121, March 25, 1980; and *Sacramento City Unified School District and Service Employees International Local 535*, Case No. S-R-8 PERB Decision No. 122, March 25, 1980; and *Los Angeles Commuinity College District and Classified Union of Supervisory Employees, Local 699, SEIU* , Case No. LA-R-809 PERB Decision No. 123, March 25, 1980. All of these cases dealt with the nature of th affiliation between parent organizations whose locals represent rank and file supeviosry employees separately.

19. For a discussion of Florida developments, see Raymond McGuire, "Public Employee Bargaining In Florida...," *Florida State University Law Review*, Vol I, 1973.

20. *Dade County Classroom Teachers Association vs. Legislature State of Florida*, Supreme Court of Florida, July term, Case No. 42.323.

21. *Dade County School Administrators Association and Dade County Public Schools* , Case No. 8H-RA-744-3003 (March 13, 1975).

22. *Dade County School Administrators Association and School Board of Dade County*, Case No. MS-77-003, Jan. 23, 1978.

# CHAPTER V

# FROM "CLUBS" TO "UNIONS"

## The Impact of Policy Change on Administrators

### Introduction

Like many other occupational groups, school administrators and supervisors have long joined professional associations and clubs, though in the last two decade the nature of these organizations has changed dramatically because of collective bargaining. From mid-1800's until the early 1960's, principals, assistant prinicipals, directors, and other middle-level administrators participated in professional societies devoted primarily to social and managerial ends (1). More recently, however, these middle-rank administrators have created local, state, and national collective bargaining units--paralleling the union structure for teachers and other public employees, a system dedicated to many of the same employees ends: the enhancement of their political and economic power and collective status (2).

This metamorphosis, from club to union, is topic of this chapter (3). Such a focus allows an analysis of unions as organizations dedicated to meeting the collective needs of its members. Why did school administrators alter their organizational structure and their relationship with school superintendents and boards of education? How are collective bargaining units or groups similar and different from other voluntary associations? How do they relate to their immediate and national environment? What impact has this new arrangement had on local, state, and national suervisors groups and the behavior of administrators generally?

## From Club to Union

As early as 1869, the school principals of the Cincinnati Common Schools organized an association for professional development. Moreover, this organization was deemed useful to the school superintendent as a means of strengthening the efficient management of the schools. Superintendent Hancock explained the association's utility in the school district's Annual Report, 1869:

> The Principals have an Association which holds its regular meetings each Saturday preceding the bill days of the Board. The purpose of these meetings is the discussion and adoption of such measures as shall render the work of the schools more efficient. . . The opportunity thus afforded for a full and free interchange of views cannot be result in great benefit to the schools, the experience and opinions of each principal-teacher by this means becoming the common property of all. And I gladly avail myself of the present opportunity of acknowledging my obligations for the many valuable hints I have received from discussions engaged in by these practical workers in the field of education (4).

Management's control of these new principals associations is made still clearer by the comments of Paul

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Revere Pierce, the major historians of the school principalship. He wrote that the superintendent in Cincinnati required that "the secretary of the Association prepare a table showing not only the attendance and absences of the principals at meetings of the organizations during the year, but cases of tardiness as well.(5)"

Other city school systems, too, saw the creation of associations of principals. In 1870, principals in Chicago schools formed a group to handle matters of "instruction and discipline." The Detroit Principals' Association which began in 1894 was reported by the superintendent, to his board, as successful, in that "it fostered friendly feelings among school people, awakened educational thought, cemented diverse interests, and effected unity of effort.(5)" And Cleveland principals were praised by their superintendent for conducting a Principals Round Table on topics of importance to them as professionals.

This local organizational structure was soon mirrored by a state and national set of professional associations. At first, the National Association of Elementary School Principals and the National Association of Secondary School Principals were departments of the National Education Association (NEA), this arrangement being codified in 1921. States, similarly, placed the elementary and secondary administrators groups within the inclusive ranks

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of the state education association. This pattern of omnibus educational organizations prevailed until about 1972 when the NEA began to disaffiliate itself from administrators and supervisors, focusing instead on the special needs of teachers. At this point, the elementary and secondary associations (NAESP and NASSP) become independent national organizations, a development which some but not all states followed.

Enter Collective Bargaining. As we have discussed at length in this book, a major shift occurred in the activities of school administrator associations. Whereas the primary concern of the principals associations prior to collective bargaining (1920 to 1970) was social and professional, it changed dramatically to those concerns characteristic of employee organizations. Indeed many of these activities were union-like, including such activities as engaging in collective negotiations, enacting grievance against the board of education, and lobbying in state capitals and Washington, D.C., for supportive bargaining legislation (7). The tone of the superintendent-school board-principal relationship had changed. In effect, the role of middle-level administrator had shifted from close managerial ties with the superintendent, as the comments from Cincinnati and elsewhere indicate, to a more independent (and at times adversarial interaction). At the same time as the local "clubs" became more union-like, the state and national principals groups began to move from being professional development organizations like NASSP and NAESP to either avowedly union-affiliated groups like the AFL-CIO's American Federation of School Administrators (AFSA) or the Teamsters, or to more open in the political outlook, such as the recent actions of groups that have begun lobbying for the rights of principals to bargain and supporting local bargaining units of school administrators.

Hence, while the daily activities of administrators may have continued to be managerial in nature (8), the organizational, collective life of these school supervisors has taken on the qualities of unions: negotiating and even, on a few occasions, striking (9). This ambivalence and conflict, between managerial pressures on the one hand and collective needs on the other, has been described by Dee Schofield as follows:

> The participation of school administrators, specifically the school principal, in collective bargaining units has implications. A kind of schizophrenzic role emerges for the middle administrator. In dealing with teachers and their union representative, he or she assumes the role of management, charged with carrying out the employer's side of the contract and making sure that the teachers uphold their part of the agreements. He or she must operate in conjunction with the central office administrators (specifically, the superintendent) to carry out district policy set by the school board.
>
> However, when the principal's own interests (such as salaries, promotion, and

> termination) are at stake, he feels himself assuming the same relations to the board and the superintendent as that assumed by teachers--the employee bargaining through a negotiator with management. Although in some districts the management team concept has been instigated to allow middle administrative personnel more say in central office decisions and in their own job-related concerns, the continued expansion of collective negotiations units indicates that the management team is not that satisfactory a means of representing administrators' special needs (10).

In sum, school administrators in districts with collective bargaining are organized differently, behave differently, and are seeking different goals. It is the purpose of this chapter to analyze these differences by focusing on the union as an organization.

## Organizational Theory and Administration Unionization

Current Research: Despite the interest in unions in both the private and public sectors, few researchers have studied the local bargaining unit as an organization. Perhaps the powerful survey tools of labor relations specialists are deemed inappropriate for the rather "soft" analyses necessary for studying the behavior of organizations. Or perhaps the focus was elsewhere. For the development of the labor movement in the 20th century was national, not local. Analysts were more intrigued with questions of union democracy, the bureaucratization of national unions, of whether unions confirmed or denied

Michels' "iron law of oligarchy" than in local labor organizations (11).

The few scholars who have focussed on the individual unit have failed to develop adequate concepts for what unions do, their organizational structure, relations, and affiliations; instead they tend to describe components of locals such as personnel, actions, and problems. Probably the first major study of factory-level unions was Sayles and Strauss' The Local Union. The authors recognized the problem: that to date scholars had overlooked the local. But their book showed little understanding of organizational behavior or theory. Their reaction to the dearth of research was:

> When the proverbial man on the street thinks of the word "union" he thinks of the international and the men like Lewis, Murray, and Reuther who made the headlines. But for the average member of the factory, his union is his local--and when he talks about the union, he talks about his local officers and his local's problems."(12)

The topics covered in this book follow the basic components of local unions: grievance process, officers, stewards, meetings, and participation. Little time is spent conceptualizing the unit of analysis, the union itself.

Probably the most authoritative piece on the union organization is Tennanbaum's article in the Handbook of Organizations. While his treatment of unions if useful and quite comprehensive, he fails to conceptualize the union as he defines it: unions are "organizations designed to protect and enhance the social and economic welfare of the members (13)." Missing in a sense of how the organization of the union does the enhancing and protecting. Tennanbaum and Kahn investigate the behavior of union members locally--i.e., their participation in union affairs--but make little comment on the organizations to which these members may or may not belong (14). Even looking back thirty years in the history of labor relations research in the private sector, one is left unfulfilled. Hoxie, in perhaps the first major study of industrial labor relations in America, commented on certain key organizational variables. But , as Lester points out, Hoxie merely mentions these dilemmas of organizational life and lets them drop (15):

> Union history shows a constant struggle between the forces of centralization and decentralization, social idealism and enlightened self-interest, narrow trade autonomy and industrialism, economic and political method (16).

And the most recent studies of union organization generally and educational bargaining units in particular are likewise lacking. Unfortunately for analysts and historians of the labor movement, the creation and early actions of the largest, most powerful and most newsworthy teachers' union, the United Federation of Teachers, New York City, was obscured by the nasty black-white confrontation at Ocean Hill-Brownsville, Intermediate School 201, and in the Two

Bridges Model School District (17). Authors tended to write about the lively altercations between unionists and black power advocates, not the behavior of the union as union.

## The Concent of Union Power

Collective bargaining units, like those among some organizations of school administrators, are a particular kind of voluntary association, and must be differentiated from service clubs, fraternities and sororities, and other such organizations. While unions certainly have an important social and commonweal function to play in modern community life, their primary reason for being is political and economic: i.e., to affect the way scarce resources are allocated in a system. Arthur S. Miller, in his study of the importance of political power and voluntary associations, comments as follows:

> Groups (voluntary associations) are constitutionally significant when they exercise power in a political sense. (For present purposes, Lasswell's concept of power is accepted: the ability or capability to make decisions affecting the values of others.) A hierarchy of voluntary associations exists in the United States, some being far more important (wielding more political power) than others. Moreover, alliances are often formed between associations with respect to particular politicies proposed or actual. (17)

Unions, then, are voluntary associations with a stake in the distribution of resources, particularly questions of remuneration, continued employment, transferring of jobs, working conditions, and so forth.

In addition, however, unions occupy a particularly strange place in relations to the enterprise which employs its members: a condition of proximity, dependence, and constant interaction. For without the corporation, school system, or other locus of employment, there would be no union. As such, the boundaries of the union are on the one hand separate and distinct from the corporate employer; on the other hand, the members and activities (locally) are mostly performed within the organizational context/confines of the employment system. True, unions have parties, meetings, elect officers, go bowling outside the boundaries of the employing firm. But the most important activities--those which, in fact, define the essence of unionism--are done co-determinatively with the corporate leadership: particularly collective bargaining, grievance procedures, implementation of contracts, employee evaluation, transferring of employees, etc.

Hence, unions are both part of, and separate from, their immediate environment. Functionally, the union cannot operate without engaging in bilateral actions with the employer. Conversely, compensation, benefits, and work rules cannot be made and accepted without the cooperation and co-determination of the union. John H. Freemen explains the consequences of such unclear boundaries:

> A system of very porous organizations may have more unit character than any one of them alone. In consequence, the research begins to assume case-study characteristics with a closed-system perspective. . . . If the focal organization [e.g., the union] is found to be very permeable, so that where it stops and members of its organization set [environment] start -- is difficult to determine, environmental factors become internal characteristics of the set that now forms the real operative unit of analysis. And this unit has not been studied in terms of its environment (18).

Freeman makes a very interesting point here: that environmental factors, in our case the immediate employing system, "become internal characteristics" of the unit of analysis, the union.

The problem still remains, however: how to study the union as an organizational unit in its environment. We have evolved a three-part focus, a way of analyzing the differences between unions and other clubs and voluntary associations. The primary difference lies in the need for power and control, conditions that do not always pertain to other voluntary groups (19):

1. ORGANIZATIONAL-POWER VARIABLES: Local unions attempt to unify their members into a community of interest, approximating their occupation stratum to receive formal and legal recognition, and to provide a centralized base of power for members. While clubs and other associations may only have informal relations with the school system, a union becomes, under law and/or contract, the sole bargaining

agent and spokes-group for employees. The variables to be investigated in assessing an organization's control are:

a. The existence of a separate middle-administrative organization: the possible variation ranges from no association for supervisors and administrators to one which is shared by top management (the superintendent and deputies) and one with teachers, to a single organization of mid-level staff.

b. Centralized recognition as representative of middle-administrators: this variable is dichotomous with an organization either representing its membership or not. In non-centralized settings, each administrator (employee) would represent him/herself in setting wages and other conditions of employment.

c. Recognition as sole bargaining agent under the following conditions:

(1) Voluntary and extra-legal recognition by board of education--in the absence of state enabling legislation, the board of education agreed to for a contractual relationship with the association.

(2) State-enabling recognition: in 19 states (three of which are in our sample), state public employment laws entitle supervisors to recognition, if a majority so vote. Both contractual and legislative protection provides a basis of power and legitimacy to administrator associations that other voluntary clubs and organizations

may not have.

d. Coalitional structure: since middle administration of school systems includes a wide variety of titles (elementary, junior high, high school principals, assistant principals, program coordinators, directors of curriculum, guidance, vocational-technical training, etc.), the problem exists of integrating disparate groups (with varying past histories of association) into one or a few bargaining units. Levels of integration range from numerous to a single organization--with representation on governing boards from various sub-groups.

e. Staff leadership: The political strength of an association is related to the availability of staff to work for the goals of the group. This variable attempts to capture the existence, number, and function of full-time, paid, versus part-time unpaid staff with varying levels of expertise (a union with a full-time legal counsel, field representatives, and lobbyists are likely to be more powerful than one with no paid, full-time, or trained personnel).

2. POWER OF AFFILIATION VARIABLES: Trade unions have long affiliated with state and national/international federations; the purpose was two-folded: to enable the interests of local membership to be heard in state capitals and in Washington, D.C. Lobbying and information were

provided. Second, local unions often needed outside help: people to bargain, provide legal assistance, and advice. Since school administrators have only recently begun bargaining, and often uneasily, at that, the need for help may be great. The variables for assessing power of affiliation are:

a. Formal organizational affiliation: The range is from no state and/or national affiliation as an association (members may, for example, join the National Association of Secondary School Principals as individuals); state organizational affiliation only; national affiliation only; to both state and national membership--even if it's the same outside group with national\state branches.

b. Lobbying power: Affiliation with an outside organization allows the local to have lobbying power; this variables considers the scope and location of such efforts: state, national, or both.

c, External assistance: Local unions need help in a number of areas:

(1) Support during bargaining: some local bargaining units have the opportunity to bring in outside consultants for the state/national organization; other do not, and must depend on the members to do the bargaining, evaluate the contract, and so forth.

(2) Legal help: since unions are often called upon to press cases (e.g., unfair labor practices, breach of

contract charges, and contract interpretation issues), legal support is needed. This variable is dichotomous: outside attorney available or not--as part of affiliation (apart from the ability of local unions to hire their own lawyer).

(3) Special benefits: national and state affiliation may provide additional benefits, such as training for union leadership, digests of recent labor relations developments, etc.; the variable is also "yes" or "no".

3. POWER OF CO-DETERMINATION VARIABLES: Finally, organizational power comes from the ability to participate in major decision-making, including the settings of wages, benefits, due process procedures, transfer policies, lay-off policies, sabbatical leaves, etc. It is this right of bilateralism that distinguishes unions from other organizations--though without the prior variables (organizational recognition and outside support), internal co-determination may not be possible. Co-determinism takes place in three ways: "legislatively" in negotiating the contract; "judicially" in settling points of misunderstanding such as grievances; and "executively" in the joint implementation of the contract by management and employees. The variables for assessing the power of co-determination are:

a. Rights of collective bargaining: Some associations may have no rights to negotiate a contract, with management extending the conditions of employment unilaterally; others may "meet and confer" over such items, though either party can walk away at any point; and still others have the legal and recognized right bi-laterally to determine pay and other items. Also, bargaining involves employee and employers in direct discussion; other methods often see a third party (often the superintendent) acting as a "go-between" in settling employment matters.

b. Contractual system: professional employees like school administrators work under a letter of agreement, without a bargaining contracts; others mutually sign a document which spells out the matters of concern to both parties.

c. Due process language: the range is from no written procedures for adjudicating differences to a system of redress for grievances which is mutually negotiated. This process often involves a series of meetings among grievant, union leadership, and management; appeals to the board of education; third parties; and ultimately to the state public employment relations agency (and even court).

d. Seniority rights for reduction in force (RIF): unions most often insist on seniority as the most dispassionate way of laying off staff; boards wish to retain their prerogatives to remove administrators of their choice (based, perhaps, on merit and performance). Seniority language is often a good proxy for union strength.

e. Rights to "bump" teachers: at the point of layoff, some contracts may allow a senior (more experienced) administrator to take the job of a less senior teacher--across ranks. This option is often another sign of collective bargaining and co-determination.

f. Unfair labor practices: a number of unions and management groups have the right to file "unfair labor practices" charges if the other party refuses to bargain in good faith; these clauses may either be part of the state law or be stated in the contract.

g. Recognition rights: the right to represent a group of employees is central to the existence of the organization, as measured in the first place of this discussion.

h. Right to strike: in traditional labor theory, the right to deny the firm one's work was the major impetus to maintaining the bargaining process: it involved a loss to both parties, with employees sacrificing their wages and the company, its production.[20] No school administrators and few public employees generally have the legislated right to strike (Minnesota public employment law allows employees to walk out but only after arbitration and never for supervisors), though the number of illegal strikes among public employees has steadily risen since the 1950's. And in 1968, the Council of Supervisors and Administrators, New

York City, did strike along with the United Federation of Teachers.

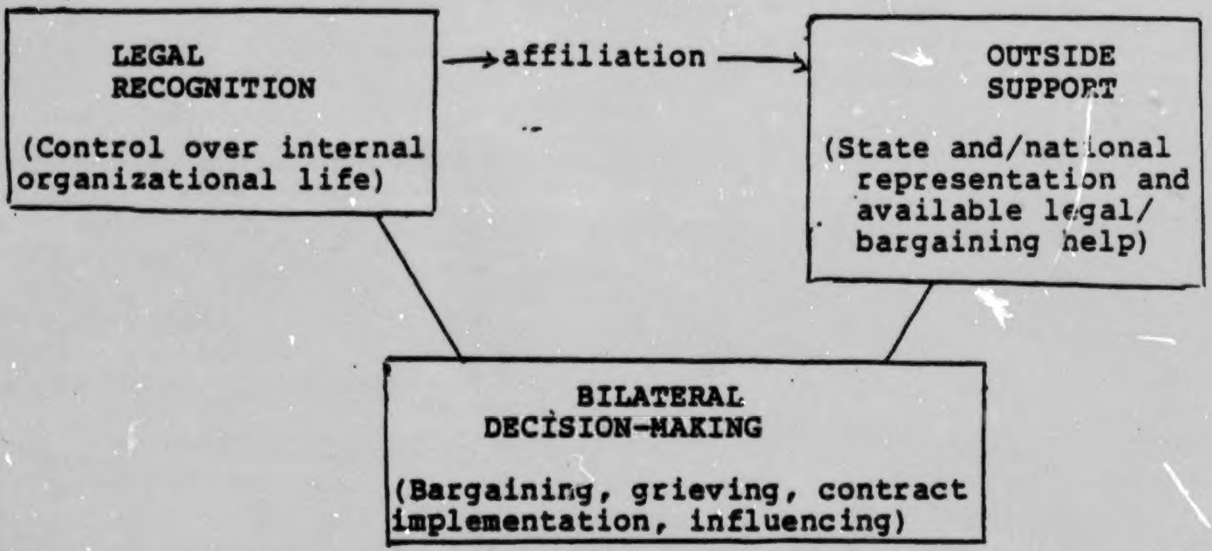
i. Third party intervention: Impasse resolution, whether during the bargaining or grieving process, is another opportunity for the union to co-determine the key decisions in its life. Some states have voluntary arbitration; in such cases the union has two opportunities to participate in settlement: (1) the union and the school board must determine whether to call in a third party (fact-finder, mediator, or arbitrator); (2) both parties have the right to refuse to accept the intervenor's decision. The range on this variable is no third party intervention, third party on grievances only, third party on bargaining impasses only, and dual arbitration.

j. Administrator tenure: another source of power for the union is tenure, though some unions have been willing to trade it for a strong due-process/just-cause clause in the contract. This variable is dichotomous: tenure or no tenure.

k. Retention of tenure as teacher: A final indicator of strength gained at the bargaining table (and/or in the state capital) is the right to maintain tenure as a teacher--even after being promoted to supervisor. In industry, typically, an employee who is promoted to foreman or higher loses the protection afforded the rank-and-file: the argument being that one is paid at a higher level to bear the "risk" of layoffs and the loss of due process. Teacher tenure/no teacher tenure is the range.

In summary, the shift from club to union involves three changes, each directed at increasing the power of the organization. See figure 3. By becoming the sole, legitimate, and legal spokes-organization for a particular employee group, the union increases its control. By its ability to turn to outside resources, such as the state and/or national union, the organization is able to lobby, influence state and national policy, bring in outside labor relations and legal experts, and receive advice, all in return for membership and dues. Finally, through bilateral involvement in key decisions, unions shape their work environment and their compensation, maintaining power over their lives.

Figure 3--Organizational Power Accessing for Collective Bargaining Units


LEGAL RECOGNITION
(Control over internal organizational life)
affiliation
OUTSIDE SUPPORT
(State and/national representation and available legal/ bargaining help)
BILATERAL DECISION-MAKING
(Bargaining, grieving, contract implementation, influencing)

## Sample Organizations:

### A Variety of Middle Administrator Groups

While 64 percent of the nation's teachers are members of collective bargaining units (20),[10] less than 60,000 out of about 148,000 middle administrators are currently negotiating with board of education. Hence, any study of mid-level supervisory personnel must take into account that wide variation among types. In this study, we selected six school districts for intensive investigation. A brief description is as follows:

1. NEW YORK CITY: Council of Supervisors and Administrator (CSA): This association of school middle administrator is the nation's largest with some 3,850

members representing 16 different job categories: five types of principals groups, three of assistant principals at varying kinds of schools, school psychiatrists, four units of supervisors and directors, as well as a number of assistant director categories. CSA has a full-time, salaried staff of 11 people, including the field staff who handle grievances, a full-time legal counsel, and lobbyists, as well as officers elected by the members and paid salaries by CSA while on-leave from the city's schools. The budget of the organization is nearly $1 million, gathered from dues. Under the New York labor relations act for public employees (the Taylor law), CSA represents the administrators in bargaining, though the organization is older than the law. CSA was instrumental in the founding of the American Federation of School Administrators (AFSA) which was chartered as the AFL-CIO's newest national union in 1976. And in 1979, the New York Council of School Administrators, AFL-CIO was chartered after strong support from CSA.

2. SAN FRANCISCO: United Administrators of San Francisco: Representing the 310 school administrators in the city schools, UASF is among the newest bargaining units in the United States and the first officially recognized for its 310 administrators under the Rodda Act in California in 1978. The organization was formed by unifying the 9 different groups including a Teamsters faction, a black and Latino group, and several representing subgroups such as elementary and secondary principals. In a 1977 vote, the membership opted to join the AFL-CIO's American Federation of School Administrators, though a faction has been involved for four year prior to official board recognition. UASF has one paid executive, a retired school principal, who operates the organization from his home. Each group (elementary, junior high, secondary, and central office supervisors) has representatives on the governing board of the association; the executive director is ex-officio. Though the San Francisco local #3 of AFSA is in communication with administrators in the "Big Five" school districts in California, it has no state affiliation and relates directly to the national AFSA office in New York City.

3. MINNEAPOLIS: Principals Forum, Minneapolis Association of Administrators and Consultants (MAAC), and Confidential Employees Association: Because of a long tradition of separate organizations, the Minneapolis administrators formed three bargaining units which are recognized officially by the board of education under the Minnesota Public Employment Labor Relations Act (PERLA) passed in 1971. Each group bargains separately, coming together on labor relations matters almost never. The Forum

has 86 members; MAAC, 23; and Confidential group, 11. In 1978, the Forum-School Board negotiations went to impasse and an arbitrator was called in. He accepted the Board's offer of a 0-0-0 percentage increase for administrators, though the Forum kept its small cost-of-living allowance. At this point, the Forum ad the MAAC voted to affiliate with Teamsters local #320, previously an all-law enforcement union of about 6,000 employees of local and state polic personnel. Thus, the Principals Forum --and the MAAC group are tied into the local, state, and federal Teamster organization, though the emphasis is primarily local.

4. CLEVELAND: Cleveland Council of Administrators and Supervisors: Prior to 1964, school administrators in Cleveland were chartered as a separate local alongside the Cleveland Teachers Union, American Federation of Teachers, #1554. When the administrator groups was stripped of its voting rights within the AFT (since they were not teachers under new federation policy), it withdrew as the Cleveland Federation of Administrators and Supervisors, later changed to "council". The organization has 450 members, with an additional 100 administrators opting not to join. The Council is voluntarily and extra-legally recognized by the Cleveland school board, since Ohio has no public employee bargaining law. It is affiliated with the state "umbrella" organization, the Ohio Council of Administrative Personnel Associations, a unity group of the state elementary, secondary principals, and curriculum supervisors associations. Members of OCAPA can decide which national association they wish to join when their local organization affiliate with the state unbrella association. Locally, the Cleveland Councils governing board represents the various categories of personnel.

5. DADE COUNTY, FLORIDA (Miami): Dade County School Administrators Association: Between 1976 and 1978, the DCSAA was the recognized bargaining unit for the county's 1,076 school administrators. A contract was bargained. In 1977, the state legislature moved to remove supervisors in the public sector from bargaining groups, at which time the Dade County middle administrators decided to bargain their last contract with the understanding that they would voluntarily request to be "decertified" as a bargaining unit in return for certain pay provisions. In 1978, the association no longer bargained; it would "meet and confer" with the board of education. In other areas, however, the organization continued to represent its members. Currently the association has 954 members, representing 13 sub-groups including levels of principals, assistant principals, central office directors, adult education and day care supervisors, and so forth. Each group sends two members to

the governing board, plus officers elected at-large. DCSAA has a full-time executive director, an office, and a secretary. It is not affiliated with any state or national association, attempting to lobby in Tallahassee on its own. Privately, of course, administrators join the National Association of Elementary School Principals, the National Association of Secondary School Principals, and other groups.

6. ATLANTA: no separate organization: Principals and other administrators in the Atlanta public schools are not organized into a recognizable group; rather they as individuals may belong to the national groups and the state's Georgia Association of Professional Educators, association of teachers, principals, and superintendents--much like the National Education Association prior to the 1950's. As such, principals receive a working agreement privately, as individuals. They have no collective voice in policy-making or wage-setting. They do not belong to any outside group and do not exercise a collective influence. They are perceived by top administration as being a part of the management structure--the "management team." Since Georgia has no public bargaining law, no statewide principals' assciation, and no political role statewide. Unlike the other states in this sample, Georgia has no tradition of organized labor activity, though the industrialization of the state has led to 18 percent of employees in the private sector are part of unions.

As indicated in these brief descriptions, sample cities represent a continuum from New York City with an older, larger, and well established bargaining unit for school administrators with a large budget and staff to Atlanta where school administrators have no apparent collective role. In between, cities vary from Miami where administrators had and lost the right to bargain to San Francisco and Minneapolis where administrators opted to join "labor" (AFL-CIO and Teamsters respectively) and Cleveland where administrators affiliated with a state coalition of school supervisory associations. Among the cities with bargaining units (New York City, San Francisco, Cleveland, and Minneapolis), only Minneapolis has no paid staff to operate the bargaining units, perhaps because the middle administrators are internally divided into three separate bargaining units. Dade County, though it has no bargaining for administrators, has a paid executive.

The six sample districts also have numerous commonalities: all are large city school stystems--with the problem of budget, race, and bureaucracy. We purposely selected the nation's largest (New York City with 933,000 students), fifth largest (Dade County with 123,000 pupils) and others having no less than 80,000 pupils. This choice provides a somewhat similar environment in which large systems come to treat administrators in like ways. All these cities have witness significant reductions in students with the concommitant closing of schools. Hence, reduction-in-force pressures were common across settings. Finally, the six cities all had seen some indication of teacher militancy--though Altanta's pressures were less. Teacher militancy is seen by some to be a major cause of administrator toughness, as middle supervisors deal with teacher grievances, power at the bargaining table, and ability to control the allocation of resources.

It was hoped in the selection of this range of case studies that we could replicate the categories of administrator associations in the United States: three in states with legislative enablement (New York, California, and Minnesota), three without (Ohio, Florida, and Georgia). Four bargain; two do not. And yet each has a particular history with the long litiny of urban educational woes: strikes among teachers (Cleveland, New York City, San Francisco); bankruptcy, whether near of actual (Cleveland, New York City), court-ordered desegregation (New York City, Cleveland, Atlanta), and white/middle class black flight to the suburbs (all the sample cities).

## Case Analysis:

### A Comparative Approach

This research is exploratory in two ways. First, this is a new attempt to study comparatively the transition of administrator organizations, from clubs to unions. Second, as far as we can tell, this is a unique effort to understand local collective bargaining units and associations in light of current organizational theory. As such, the comparative case method seems appropriate to our theory-building.

The steps for constructing a theory of unions-as-organizational follows the research of Glaser and Strauss. They explain that first "abstract categories and their properties" are generated: in our case, the three-part approach (structural, affiliative, and bi-laterial) to the increasing of organizational influence. As shown in the earlier section, these categories are operationalized and applied to the case data.

Second, Glaser and Strauss advise as follows:

> [as data analysis begins], each incident is compared with other incidents, or with properties of a category, in terms of as many similarities and differences as possible. . . . The constant comparison of incidents in this manner tends to result in the creation of a 'developmental theory.' It especially facilitates the generation of theory of process, sequence, and change pertaining to organization, positions, and social interaction. (21)

The differences in structure, affiliation and behavior between bargaining and non-bargaining school administrator groups will allow us to see the changes and to isolate the particular qualities of a union which distinguishes it from other social units. By involving six states and six cities, we avoid the over-generalization and error which a simple comparison of one bargaining and one non-bargaining organization might allow, though the sampling procedure was not scientific.

Rather, we chose cities with properties of middle administrator groupings which were beforehand deemed typical and interesting. Geography was also considered: selecting four cities across the northern latitudes from New York, through Ohio and Minnesota, to California; the non-bargaining cities were Southern--though Dade County had bargaining for teachers and only in 1978 had denied same to administrators. (Several Northern and Midwestern states also statutorialy denied supervisors the right to bargain, including Deleware, Rhode Island, Indiana, and South Dakota.) And Georgia seemed typical of Southern and lower Midwestern states in which no public employee is permited to form unions, bargain, or strike--and where few have.

## A Common City Environment

Much has been written about the changing occupational life of the school administrator. Once the baron of his/her castle, the school, these administrators now confront a frustrating and forbidding host of problems which have been often noted (22).

Though it is not our purpose here to investigate the exact nature of the forces that caused the school administrator to bargain collectively--but rather to analyze the nature of the union organizations themselves, it may be useful to summarize briefly the major stimulants to collective behavior (23). Some of these environmental variables may be relevant to a clearer understanding of the union organization; five include:

1. Consolidation, Proliferation, and Bureaucracy: The 1950s and 1960s saw three trends collide: merging of school districts, growth of school functions, and the expanding of school bureaucracies. The number of school districts in the United States was drastically reduced by legislative and

judicial action--while, the number of children, staff, and building increased. Hence, ever-more children attended greater numbers of schools in fewer and fewer school systems (from over 100,000 separate school districts in 1900, some 40,520 jurisdictions in 1960, to 16,960 by 1973). The schools' role expanded with the New Frontier and Great Society programs; the federal and state governments came to expect schools to feed, clothe, cure, and support children--jobs the community, home, and church/synagogue had long performed.

To oversee the proliferation of new tasks came a plethora of new middle administrators--and the deepening of the bureaucracy. Entire schools, programs, departments, and roles were designed around compensatory education following the Elementary and Secondary Education Act of 1965, vocational and technical (not to mention career education) in wake of the movement toward career choice under U.S. Commissioner Sidney Marland, and handicapped education since the passage of P.L. 94-142. In New York City, for example, the Council of Supervisors and Administrators represents mid-level staff who comprise 237 different job titles: some are the traditional principal, assistant principal, though the types of schools changed to include special education and vocation settings; some are heads of divisions, offices, and programs such as curriculum and age-related titles (elementary education); and others are the obvious results of new waves in educational reform (Assistant Director of Community Programs). The sheer number of such roles and the increased number of administrative tiers is sure to create a civil service mentality—and the perceived need for union protection. Bain explained:

> Bureaucratization and the density of white collar unionism have been claimed to be interdependent; not only does bureaucratization encourage the growth of trade unions, but trade unions by demanding the standardization of working conditons are alleged to further bureaucratization. Inasmuch as bureaucratization is associated with employment concentration, this argument implies that employment concentration and the density of union membership are also interdependent (24).

2. Erosion of the "Management Team": The leadership "team" appeared to vanish in urban school when the system became so large as to replace personal interaction with standard operating procedures. Superintendents could no longer know and consult their middle administration; decisions were often handed down ex cathedra in memo form. Administrators could no longer trust that top management would "take care of them." While superintendents were at one time the "go between" in representing administrators' needs to the board, moving back and forth between the principals' group and the school board in an effort to gain a raise for the staff, this system of diplomacy seemed to fail. Administrators felt the need at least to "meet and confer" and later negotiate collectively and directly with

the school board. In the 2,850 or so districts, administrators felt they could best be represented by administrators.

Whether the management team was ever truly successful cannot easily be assessed (25). Large systems are more typicaly hierarchical--not collegial. The common notion of the team implies a group of relatively equal individuals who perform their particular specialty with support from others. School districts, especially large ones, often see more communication and diretives flowing from superintendent downward rather than a peer system. Whatever the image, it seems obvious to many administrators that they are not a team; instead the top leadership is distant and willing to overlook them in catering to teacher unions and angry communities (26).

3. Rising Teacher Power: Besides a distant top management, middle administrators in increasing numbers confront a unionized and militant teacher force which is capable of gaining much at the bargaining table. Such teacher power affects the administrator in several ways. First, in times of scarce resources, teachers are often able to grab raises which may come out of possible increments for administrators. While once middle-rank personnel had their pay linked in a ratio to teachers (a "me too" clause stating that any raise or benefit accruing to teachers was also given to administrators), boards of education are often now

insisting on setting administrator wages independently.

Second, unionized teachers sign contracts which limit the prerogatives of administrators: limits on after-school meetings, the assigning of teachers to hall and toilet duties, the evaluation of teachers, and so forth. What then is left for the principal and other administrators to determine? And how can administrators lead when their option in the schools are severely restricted by working agreements between teachers and other employees (custodians, bus drivers, maintenance personnel, secretaries)? Further, the principal finds him/herself the first rung in the teacher grievance procedure. As the first line in supervision, principals often need protection. And when teachers strike, as they have done with great regularity in the last ten or twelve years, the supervisors bear the brunt of keeping buildings open, protecting property and children, and yet trying to maintain some relationship with the teachers. For after the strike, the administrator and teacher must again work together. Unionization is seen as one way of dealing with building-level teacher power: making it possible for administrators to seek help from their association when things get tough (27).

4. Militant School Communities: Minority anger was often directed at the schools. Blacks, Latinos, Chinese, and Native Americans blamed the schools for the continued

segregation, poor education, and lack of occupational opportunity. The administrator felt the heat: white principals were fired or transferred out of nonwhite community school in increasing numbers in city schools. Chicago and New York City schools are but two examples. In 1970, the Chicago school board mandated Local School Councils which made recommendations on the hiring of principals and permitted "parents and school patrons to share in the process of arriving at decisions which affect local schools (28)." Black communities usually hired black administrators--a perceived threat to seniority and the careers of white principals. And in New York City, the epic removal of 11 principals in Ocean Hill-Brownsville, along with 29 teachers, led to the unity of staff and the first strike of school administrators in the nation's history.

Diane Ravitch, in the Great School Wars, describes the confrontation between the community council and the educators (United Federation of Teachers and the Council of Supervisors and Administrators):

> By the beginning of the fall 1968 term, the governing board [of the Ocean Hill-Brownsville community control project] was ready for a confrontation with the UFT, having hired a full teaching staff to replace the UFT teachers [and administrators] who walked out in the spring.
>
> The union was ready too. Its delegate assembly authorized a city-wide strike unless the Board of Education extended the protection of previous contracts to all

> decentralized districts under its new plan and agreed to return all UFT teachers to Ocean Hill-Brownsville. Some members of the Board of Education thought they could convince the UFT to restrict its strike to Ocean Hill, which was patently impossible since those schools were now fully staffed with teachers loyal to the governing board. (29)

It was not the community that caused the administrators to unionize; rather the pressure consolidated the organization and its mission.

While the 1970s may have been times of less direct community protest, the pressure from the "community" continues, though in more sophisticated forms: malpractice and neglect suit brought against educators; public uprisings against taxes and economic benefits for staff; and calls for accountability that are directed at teachers and administrators. Hence, the more recent efforts toward collective action (bargaining, due process, and lobbying) are attempts by administrators to protect their jobs.

5. Attaining the Legal Right to Bargain: Twenty-one states now have legislation protecting the rights of public sector supervisors to bargaining: guaranteeing them recognition and "good faith" bargaining (30). Without such enablements, collective bargaining would be minimal, for in only seven states plus the District of Columbia, local boards of education have voluntarily agreed to recognize and bargain with administrators--without legal requirements. Hence, like the industrial labor movement, the public move

toward unionization has been legitimized by legal support.

Why legislatures reversed their two-hundred year policy of not permitting public employees generally and teachers and administrators particularly is not known. Kochan's study of characteristics of states with and without bargaining is useful, though no single state characteristics totally explains the level of bargaining policy-making. He explains:

> The zero-order correlation between economic and social characteristics and the indices of public sector laws suggest that more *urbanized*, *industrialized*, *affluent*, and *high income states* and those with *rising per capita incomes* were quicker to enact public sector policies and tend to have more comprehensive policies in the area. (31)

Robert E. Doherty, in his massive review of bargaining in education for the Industrial Relations Research Association series, places particular emphasis on the ability of the United Federation of Teachers, New York City, to gain recognition, bargaining, and a contract through a brief representation strike in 1965--two years prior to the passage of the state's public employment relations act (the Taylor Law). Doherty wonders:

> It is interesting to speculate about what might have happened to the teacher bargaining movement had that strike failed. Had New York officials held the line in the face of the rather weak showing by organized teachers..., it is at least conceivable that enthusiasms for bargaining in other sectors of the country would have been dampened. A

> refusal might also have caused legislatures in other states to question whether public-sector bargaining was either inevitable or appropriate.
>
> As matters turned out, however, the New York City agreement seemed to have encouraged those favoring bargaining and broken whatever resistence to bargaining might have existed in most of the state legislatures. Between 1966 and 1976, almost 40 states granted some degree of bargaining or meet and confer rights to public employees. Whether New York City was the camel's nose under the tent or an inspiration of those seeking economic justice depends on the view one has of the desirability of teacher bargaining. (32)

Whatever the reason for the legal support of bargaining for teachers and some administrators, the fact remains that since the 1960's, public school personnel have shared in the movement toward collective negotiations (33)

In summary, the impetus of school administrators to seek bargaining and unionization has come from structural, managerial, political, and legal sources. School systems are larger since 1900; they have many more middle administrators, who seek to participate in the decision-making for the system. With such size and complexity, the management team has often ceased to work, leaving administrators vulnerable to the dictates of higher management and less able to share in the real governance of the school district. Simultaneously, the immediate environment for many administrators changed: communities demanded control over school personnel; teachers unions exerted power, weakening still more the ability of administrators to lead. Further, administrators saw their relative wage advantage shrinking as teachers caught up. Finally, the same laws that gave teachers the statutory right to bargain in most cases likewise enabled administrators to seek bargaining recognition.

With this brief background on why some administrators have sought collective negotiations as their main mode of interaction with the board of education and superintendent, we can now analyze the six sample school administrator groups as examples of various forms of administrator organization.

## I. STRUCTURE, CO-DETERMINATION, AND UNION INFLUENCE

The first step in any theory of union power begins with the existence of the bargaining unit itself. For without some level of centralized control, the particular occupational group cannot claim sufficient legitimacy and strength to represent its membership. We argue in this section that school administrator organizations underwent two kinds of organization transformations. First, there was a clear change in the quantity of middle administrator organizations: from many to few, from dispersed structure to centralization. Second, the qualities of the organization changed, from that resembling a social club to that associated with unionism.

Studies of organizational birth are of some use, though we ascribe to the tenets of structural contingency theory: that there "is no single best way to organize. Rather, the appropriate organizational structure depends on the contingencies confronting the organization," in particular, "the environment in which the organization operates (34)." Hence, each of the six school settings (New York City, San Francisco, Minneapolis, Cleveland, Dade County, and Atlanta) provide a distinct, though not entirely dissimilar environment.

## Organizational Transitions: Studies in Disequilibria

Pressures, described earlier, have changed the organizatinal life of school administrators. For these employees and others exist in a socio-political environment which shapes not only their personal job perceptions (as presented, for example, in the theories of Getzels and Guba) (35) but their occupational views--the shared views of employees concerning the worth, rewards, and security of their jobs. The working environment often changes, as the size, structure, legal constraints, and societal expectations evolve.

The working environment of school administrators has been altered radically since the first principals assumed leadership over public schools in the 19th century. As the organzational settings changed, the necessary occupational transitions may have caused a sense of disequilibria, the perception that a particular category of educators was no longer in control of their professional lives and that their job security and satisfaction were threatened. We have identified four stages in the development of the environment, organizations, and activities of school administrators: (1) The Administrator as Independent Manager wherein the principal oversaw his/her school or set of schools with strong control and with little support or interference from the small or non-existent central office; (2) The Administrator as Team Member where supervisory staff were seen as part of a management system extending from the board and superintendent to the various field administrators; (3) Administrators: Meeting and Conferring whereby middle rank supervisors were granted a role in requesting conditions of employment from the superintendent who relayed such concerns to the board; and (4) Administrators and Collective Negotiations in which administrators were recognized under law and/or contract as the legal representative of the occupational group and contracts were signed. This four-step development has some obvious characteristic which underlie the formalization of the occupational condition of school administrators. First, the organizational life of school administrators evolved from private and almost totally non-existent during the principal-as-sole-manager phase to a full-blown political system or "interest group." Perhaps the best theoretical treatment of the changes in voluntary associations is one by H.S. Harris. When referring to unions and other groupings, his words seem appropriate for this study. He starts by explaining that people and their early organization often begin in privacy, though these associations may not continue to be private--nor does "voluntariness always presuppose privacy (36)." This shift from private to public, from informal to formal, results, according to Harris, from radical changes in the environment:

> It is plausibly argued by modern group-theorists that voluntary or private associations of the kind that are peculiarly prone to become political interest groups are normally formed as a result of some serious disturbance of the established equilibrium of life for the group which becomes formally associated. Such a disturbance may arise either from natural causes [whatever "natural" means], or from the intervention of some other group or social authority, or of course, from both sources together. . . .the tendency of the associations. . .is to seek to be accepted as public agencies, and be endowed with public authority. All such groups, in striving to maintain or restore the threatened equilibrium, seek to legislate for the sphere of human activity with which they are concerned. To the extent to which they are able to do this and obtain the backing of the public authority for what they do, they lose their private character. (37)

Thus, as school admnistrators moved from being lone managers, leadership team members, to a meet and confer status on policy matters, and finally, participants in formal collective negotiations, their organizational life takes on a more public quality. This movement, according to Harris, is made in an attempt to recreate a sense of associational equilibrium, conditions which we shall discuss for school administrators shortly.

Second, organizational life for school administrators became more centralized, as a single voice was required to deal with management. It seems clear from our data and the studies of others that unionization of labor is coterminous with the centralization of authority and control. While during the initial career of the school administrator in the 19th century he or she was able to speak as an individual and be heard, the meet-and-confer and collective bargaining stages witnessed the increased need for political power. Zald describes the importance of centralized authority in dealing with external threats: "Task requirements encourage varying degrees of centralization and decentralization." "The hostile environment," for example, "of conspiratorial parties leads to high centralization" (38).

Finally, the four stages of school administrator development show a shift in relationships with top management: the board of education and superintendent(s). While the earliest administrators worked without central management, or with the superintendency in its infancy, the later periods see the rise of strong building administrator dependency for jobs, help, and self-respect on the superintendent; in turn, the superintendent acted paternalistically toward "his" staff. Hence, during the period of management team and meeting and conferring, the ideology was that of "one big happy family," with the superintendent at the head.

With the advent of bargaining, however, the tone of the relationship changed dramatically. While professionally the administrator was part of the administrative structure of the district, when matters of occupational life and remuneration were considered, the administrator took a more independent and sometimes adversial stance. Each of these changes (from private to public purpose, from factured to centralized structure, and from dependency to independent adversary) was brought about by an environmental change. In the following sections, we shall analyze the evolution of the administrators' organizational role, the conditions that affected their jobs, the nature of their organizational life, and the weaknesses that led to additional changes.

### 1. The Administrator as Independent Manager Conditions

The very first school principals operated as powerful manager within their schools. In the absence of a strong superintendent--or any superintendent at all--, the administrator enjoyed great authority but very little support from other school leaders. They performed a range of duties, including the direct supervision of staff, buildings, students, and program. Pierce relates the role of principal and the limited central office contract in this Cincinnati annual school report:

> The Male principal, as the local superintendent [his emphasis], is responsible for the observance and enforcement of the rules and regulations of the Board for the guidance and directions of Teachers and government of the schools, and is accordingly invested with authority to carry them into effect.
>
> With the cooperation of the Female Principal, he is to classify the pupils in the different grades . . . . He shall employ half an hour each day in visiting the Schools of his District, and shall announce to the other departments, by the ringing of a bell, the hour for beginning and closing school . . . shall promulgate to all the Teachers such rules and regulations of general application as he may receive from the Board . . . shall transmit to the Clerk, at the close of each School month, all bills for salaries of teachers and report monthly to the Board according to blank forms furnished him . . . shall transmit to the clerk, a report of the condition of all the schools in his District . . . shall also at the close of each year return to the Clerk the keys to the rooms of the house over which he has had charge . . .shall see to the safe keeping and protection of the house, furnishing, apparatum, fences, trees, and shrubbery and maintain the strictest cleanliness. . . . shall require the pupils to to appear in or about the yard earlier than fifteen minutes before the opening of school, and prevent them by noise or otherwise from annoying the neighborhood of the school. He shall provide for the sweeping and scrubbing, lighting and maintaining the fires of the house . . . and shall make an equal per cent assessment on

> all the teachers in the house [to pay someone to keep the fires going in the buildings].(39)

The leadership role of principal was all-inclusive. He ran the entire operation, including being a rule-enforcer, pupil classifier, supervisor of other schools which were usually elementary, bell-ringer, bill-payer and bookkeeper, keeper of the keys, facilities protector, sanitary engineer, and fire watcher.

It seems obvious that any person with that much responsibility and power, including, also, the right to hire and fire staff almost unilaterally, was managerial. Such a person hardly needed a union. Such a person probably enjoyed the respect (and the fear) of children, teachers, and community/parents as well.

This rise of the principalship is well explained by Pierce and others: schools requird some on-site supervisor at the point where school board were overwhelmed by increasing numbers of children, buildings, and responsibilities.

## Nature of Administrator Association

We have only scanty evidence of the collective professional activities of principals during this early period. Without a centralizing managerial presence, the building principals rarely met together, since their roles were defined solely in their buildings. Whether the school board leadership summoned the entire staff of principals to meetings is not clear, though we do know that school board members tried to meeting regularly with the principals in their respective building for discussion, testing of pupils, and so forth. The only mention of centralization in the long Pierce discussion earlier was the regulation that principals present financial reports to the clerk of the school board. So the funding of schools was in large part centralized; the rule-making was a matter of board decision; but the operation of schools was left to the principals (for men and women, with the Male Principal having overall control).

## Weakness of the Lone Principalship

No data are available on the problems of the principal as building superintendent. Unlike the private school head, the public school principal ceased by the end of the 19th century to be a lone operator, not necessarily because he or she was inadequate but because of the overall centralization and bureaucratication of American schools. The superintendent emerged as the strong figure in local schools, wielding as much power over principals as these administrators did/had over teachers. Principals no longer had exclusive access to the board of education; the chief executive worked closely with the board of education, replacing the principal as the direct agent.

Being a lone operator had certain inherent shortcomings. Principals had few if any professionals to consult, to lean on for help, to learn from. Concentration of effort in a single setting, with no distant-wide view seemed to be detrimental, as Pierce indicates: "the attitude engendered by entrenchment in their positions often resulted in reactionary tendencies on the part of the principals, to the detriment both of the schools and their own professional development (40)." One superintendent in Boston who encountered the closed view of principals explained:

> There was much passive opposition to be overcome. Schoolmasters are usually great for passive opposition, and perhaps none were ever greater than the Boston schoolmaster of the last generation. Each was a supreme ruler in his own school district, and relying on the support of his district committee, he could defy the interference of all other authorities, and he often did. (41)

It was against this background that we move the next phase of school administrator organization: that of the management team. It came slowly as schools centralized their functions and built a strong management system--with the administrator at the middle level.

## 2. The Administrator and the Management Team

### Conditions

The management structure of the public schools in the mid- to late-1800s was built on the notions of the business hierarchy; the principal fell from near absolute authority to the place they currently occupy: between the central office managers and the teachers. For over a hundred years, principals, assistant principals, and other middle level staff have been part of a system of organization in which they have both discretion for schools and programs under them but direct accountability to the central office superintendents.

Research on the styles of top school leadership shows a series of management types which has been studied extensively elsewhere: developing from the corporate scientific management tradition and moving toward a human relations style.--The disequilibrium created by a new and strong central management was noted by a number of superintendents of the period. Philbrick of Boston in the 1850s was stymied in his attempts at "the bringing of his course of study into effective and complete operation in all the schools (42)." The principals reacted by obstinance, disagreement, and complaints. For them, a stong superintendent meant a weaker and less free principal.

Superintendents reacted differently to the principals' resistence. Some top leaders gave up: allowing the building principals to maintain their autonomy. Pierce wrote that "the principals usually managed to keep a firm grip on supervision in their own schools, and the superintendent generally, -whatever they may have felt, showed no great zeal in trying to impose supervision from the central office upon them. In Boston, the supervisor of primary schools was taken from grammar master in 1879 and given to supervisors, but three years later it was restored (43). Other superintendents played tough, exerting increased authority over principals and other administrators. "The extent of the principal's authority and influence depends more on the attitude of the superintendent than upon the working of board rules. Two cities may have ruled almost identical; yet in one city the principal may freely exercise administrative initiative, while in the other he may have all initiative dwarfed by the demands of a bureaucratic central central office (44)," Pierce explained.

The disequilibrium was ended in the early 20th century with the emergence of the "management team" concept. In industry, this notion had been introduced by the followers of the "human relations school" of management (45), who advocated a participative approach to leadership. Cuban and others have noted that the team maintenance function of school mangement and have labelled the superintendents' behaviors as the negotiator-stateman role. Cuban explains that superintendents build coalitions, seek advice, mediate, and reconcile the differences within their environment:

> The negotiator-statesman role has had a powerful hold on schoolmen's imagination. The stateman sees policymaking as a huge arena encompassing many groups. Shepherded by a school chief who encourages and assists others to participate, teachers, principals, and community are all involved in the process of decision-making. The administrator's job is to work calmly and democratically with each group, releasing their creative capacities; moreover, he [and she] is expected to enter the community, unaggressively but firmly, to mobilize its educational resources in behalf of improved schools. Rather than being the expert who incessantly plugs his pet ideas, the superintendent actively seeks personal and group growth both within schools and community. Such is the statesman's roles. (46)

School middle administrators, then, were no longer working alone; a system was now constructed to guide, protect, and, limit his/her activities.

## Nature of Administrator Organization

Little data are currently available on the early associations of principals and other administrators during the early "mangement team" period. We do assume that the pre-bargaining organization in at least some of the sample cities are similar: that is, these associations functioned as primarily social, informational, and professional gatherings. Often, too, the superintendent was a member.

And these groupings were at least initially, an extension of the administrators' job and station.

Table 1 indicates the six characteristics of administrator clubs. They were primarily informal, voluntary groupings that functioned as social and information-diffusion associations. While such informal contact may always provide an opportunity for building influence and some power, they were not overtly political. Structurally, these units were often divided along various lines: by rank and setting, function, personal background, and individual interests. Thus, the more diverse the city and the school system, the greater the number of school administrator clubs or associations. Finally, there is some evidence that these organizations were operated to reinforce the basically paternalistic relationship with the board of education and superintendent. Activities were carefully monitored by the top executive; explanations of the existence and behavior of the groups were reported to the board. And the organization was basically a servant of the management structure.

## CHARACTERISTICS OF CLUB AND
## UNION ORGANIZATION

| | Club | Union |
|---|---|---|
| 1. **Membership Policy** | Voluntary | Mandatory membership closed or agency shop (members must pay dues whether they join union or not), and dues check-off. Attempt to represent entire "community of interest. |
| 2. **Status:** | Informal, extra-legal | Legally recognized under statute, local contract, or both; |
| 3. **Relationship to Top Management** | Paternalistic, extension of management system | Separate; adversarial. |
| 4. **Function** | Social; information mildly political | Strongly political; representing distinct needs of middle administration; participating in setting wages grievance procedures, bilaterally bilaterally. |
| 5. **Influence** | Weak, diffuse, Noncontractual | Strong and bilateral; official spokes-organization for occupational stratum; |
| 6. **Structure** | Loose; specialized for each sub-group, ethnic and social interest, faction | Centralized: sole bargaining unit; Coalition of various mid-level supervisor. |

In the early section of this chapter, we discussed the qualities of the administrator association as described by Pierce. These gatherings were places to share information ("a full and free interchange of views"), renew social relations (to "foster friendly feelings among school people"), and extend the control of the superintendent, according to Pierce's analysis of these early groups. Though there is very little information on these early associations, we have some more recent data from our six cities: information from the 1950's and 1960's.

## Early Administrator Associations in Sample Cities

Interview data on the six school districts indicate clearly that up until the 1960's there were numerous middle administrator clubs and associations. Betty Ostroff described the pre-bargaining history of New York City administrators as follows:

> Throughout the decade of the 1950's and before, New York City school supervisory associations existed as professional "clubs." Persons holding licenses, and employed in the school system may join in the clubs. Associated in this way under professional titles, each group worked separately to monitor and protect the rights and privileges of its members. (47)

In other cities, the role of these clubs was even less political. In Atlanta, one elementary principal recalled:

> Yes, we had a principals' club. We met about four times a year. The last meeting was always a retirement banquet for those members who were leaving the system. We had no meetings with the high school principals. They didn't associate with us. And the superintendent would come to our meetings as a speaker or guest about once a year. (48)

In Minneapolis, interviewees recalled the differences between the status of high school and elementary principals.

> The secondary principals always made more money than we did. They were almost always men, older, and closerto the superintendent. When it came time to announce salaries, they always did better than us. True, their building had more students. But we worked just as hard. We were usually women. I don't claim discrimination. But these differences might to have existed if more of us had been men. (49)

In several cities, there existed not only the clubs based on school level and job but also on race and religion. In New York City and San Francisco, in the late 1950s, the black administrators had an association: "an opportunity for black supervisors to get together and talk and to look out for one another (50)."

## ATLANTA: The Management Team with Some Renovations

Atlanta school administrators do not bargain; they do not meet and confer. They are part of the management system of the district, though there is evidence of some formalization of relations between school principals and the board of education.

Participatory Governance: Using the task force approach, the superintendent and school board have involved the Atlanta Association of Elementary School Principals and the Atlanta Association of Secondary School Principals in setting certain key policies: in particular, the lay-off (Reduction in Force), evaluation, and transfer procedures. Even though the Atlanta associations are not recognized for bargaining purposes, the policies bear resemblance to those in cities with bargaining.

For example, lay-offs of administrators, as described in the personnel policies handbook, follow seniority by need and division. While we have not yet been able to obtain and analyze these policies, it does sound like the RIF procedures of other cities. One informant explained that no administrators have been dismissed yet, however; so it is difficult to know whether the procedure will satisfy the two principals' groups. Further, like other cities in our sample, th Atlanta personnel policy allows administrators who are laid off to "bump" or take the job of a teacher with lesser seniority. Thus, there are means for protecting the needs of administrative staff-even without the right to bargain.

Wage Setting: Wages for administrators in Georgia are determined jointly by the state and the local school board; this dependence on the stae is fairly comon in the South and grows out of the Depression (1930's and 1940's) when Southern school systems went bankrupt and were rescued by the state. Hence, a principal receives the reachers' state base of $8,590 and $30 per teacher in his/her building which is supplemented locally in the richer school districts. Hence, bargaining locally can be only moderately successful--since the bulk of the salaries for administrators come from the state legislature and are tied to the state teachers' base pay and supplement.

Staff Evaluation: Though there is no bargained due process for the evaluation of administrators, there are certain safeguards in the personnel procedures. An administrator is allowed to examine his or her file; if there is something derogatory in it, the supervisory may request an explanation, be allowed to place countermanding statements into the file, and finally, to appeal to the state board of education. As yet, we do not have sufficient evidence to tell whether these protections are working. Without a contract or the right to bargain these procedures, it is unlikely that an administrator would have much influence over his/her professional life. But this statement remains tentative until further studies are possible.

The future of administrative jobs in Atlanta is in danger, since the enrollment decline in Atlanta schools has been drastic in the last five years (1975-1980), a drop from about

105,000 to 72,000 students--due to families moving to the suburbs, enrolling children in private schools, and having smaller families. Whether attrition will continue to be the major way of cutting administrators is unclear, since there is some limit to this approach. So far, Atlanta administrators appear to be protecting themselves reasonably well as part of an alert management team--with strong unit participation in rule-setting. Without a collective bargaining law in Georgia, administrators and teachers will not be able to engage in collective bargaining; hence, they must continue to work within the "team" to protect their jobs and well-being. Further, gaining salary increases is greatly complicated by the state's major role in setting educator wages. But since the large and prestigious Georgia Association of Educators (GAE), the state affiliate of the National Education Association, is constantly working to improve the wages and well-being of teachers, and since the principals' salaries are tied to the teachers, the state's principals can improve their base pay without direct lobbying. The local supplement is up to the local school board; here the weaknesses of the management team are obvious, since administrators cannot carry their needs directly to the board and must work through the superintendent.

## Summary: Weaknesses of the Management Team Approach

Atlanta administrators' association shared characteristics with some of the supervisors' groups in other cities: they bring administrators together, allow them to share ideas, and, when asked by the superintendent, to participate in making certain decisions. The Atlanta personnel policies handbook was the result of some shared decision-making, though the Atlanta administrators did not bargain over its contents. One top manager explained that the policies were drawn originally from the National School Board Association's manual for personnel management, not a source that an administrators' union would trust outright.

Clearly, the united presence of various principals associations, as was the case in Atlanta and elsewhere, is a vast improvement over earlier periods when principals had no voice. But the club or team association has serious weaknesses as the environment becomes more political and a stronger and more independent control is needed. First, the collective voice of administrators in Atlanta and in most of the other cities in our sample was divided. Ostroff explains the problems of divided authority, particularly at the point where "meet and confer" become important:

> By necessity, these professional associations often would have to vie with one another for a fair share of the salary dollar for their members. Each association had its own salary chairman, and in many instances, the salary chairman became the chief lobbyist for the association, both locally and in Albany. Each pressed for legislation which favored

> his member, whether or not it was at the expense of members in the other associations.
>
> From 1951 through 1953, New York City school supervisors failed to get any raises other than increments. The City claimed that teachers' wages cut so deeply into the budget that there was no money left for increases for the administrative staff. Neglected in this way by the City, the individual associations pressed th State Legislature for special consideration, but were rejected. In spite of this, it took until 1958 for the salary chairmen to come together to develop a program for concerted action. (51)

In San Francisco, as late as 1970, there were as many as eleven organizations that represented the city's administrators and supervisors. As we shall see in the next section, at the point where the school board sought to "meet and confer" with the school mid-administrators, the board could play one group against another. Thus, during the club phase, the lack of unity presented problems whenever administrators came under pressure.

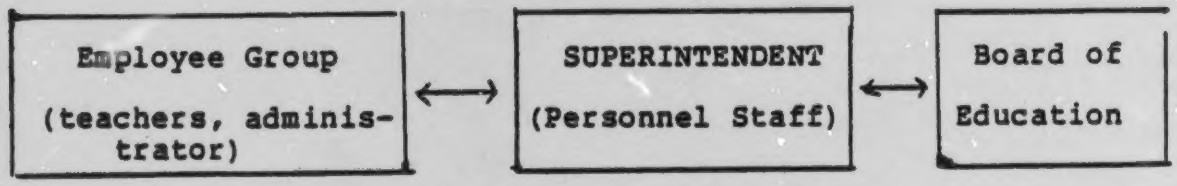
## 3. The Administrator--Meeting and Conferring

### Conditions

By the middle and late 1950s, school administrators were pressing for a say in wage setting, policy determination, and other problems affect them. Though state laws in the 1950's and 1960's forbad collective bargaining, they did in some cases permit or encourage local boards of education to "meet and confer" with local groups. For example, under (the Winton Act in California employee groups were permitted to organize and present their requests for wages, working conditions, lay-off procedures, etc.) to the employer, who in turn had the option to accept unilaterally, change, or reject the offer. Meeting and conferring was a change from the old "management team" view, though it failed to give administrators and other groups bi-lateral involvement.

We can conceptualize the relationship between employees and the school board as follows: (1) Under the "team" approach, the administrators (and teachers, too) never directly met the board of education to present terms of employment. Rather the superintendent acted as the diplomat-stateman, meeting with the employees, then, the board, and back to the employees, hammering out the work agreement in that fashion.

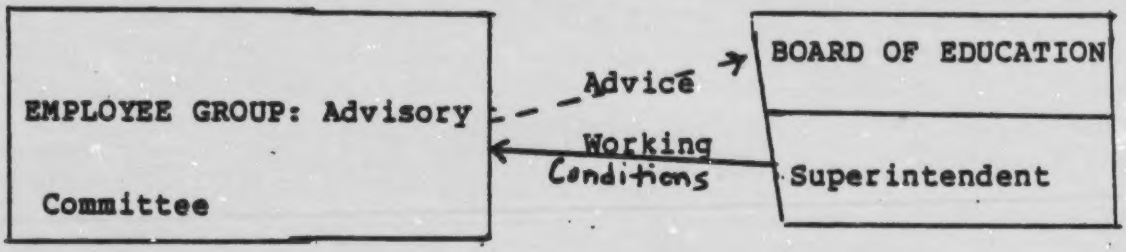
"The Go-Between Approach"



The superintendent attempted to balance the needs of his staff with the level of willingness of the board to provide more money. As often happened, the teachers were given a raise--because of their shere size and the incredibly low salaries they received. The middle administrative staff received little. And those educator who could earn more money elsewhere left, as the turnover figures on teachers and administrators indicate.

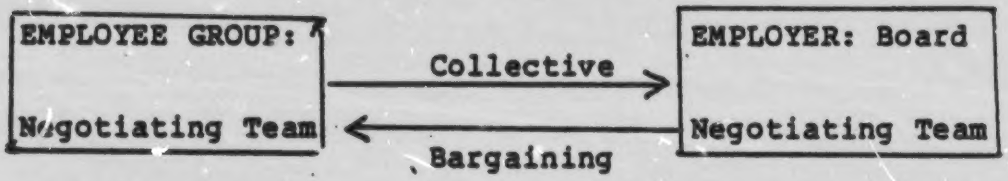
(2) During the meet and confer stage, the employee group was brought face-to-face with the employer, the board. But the purpose of the meeting was strictly "advisory." After hearing the requests of the teachers and various administrators groups (senior high, junior high, elementary, and assistant principals, central office coordinators, directors, et al.), the board and superintendent can then decide what employment terms

To Meet & Confer



will be accepted on a unilateral basis. (3) Finally, as conditions dictated and laws were changed, administrators were enabled to engage in collective bargaining, wherein the two sides (management and employees) negotiate as part of a contractual (not an advisory) relationship.

To Bargain Collectively



During the meet and confer phase, employee groups are not officially or legally recognized; rather they are allowed to discuss their employment requests with the board. The rest of the process is up to the board, which may accept, reject, change, or take under advisement anything offered.

## Nature of Administrator Associations

Meet and confer procedures do not stipulate who will represent a particular group of employees. In theory, any sub-group of teachers or administrators could request time for a presentation to the board. And the board could, in turn, offer one package (wages, fringe benefits, working conditions) to one group and not another. And by granting one group a larger pay raise than another, the board could cause a struggle between the members of particular occupational group. In New York City, prior to collective bargaining, the various administrator associations for elementary, junior high, vocational and technical principals, curriculum directors, and subject supervisors fought for raises under the board's "meet and confer rules." "The frequent meetings of the salary chairmen and association presidents over a three year period produced an unanticipated result," Betty Ostroff explains.

> An understanding had gradually grown among these leaders. They realized that the problems facing them were more similar than different, and that if they wished to achieve any substantial benefits in the future, it would be in their best interests to involve themselves with like minded colleagues on a long range basis in cooperative action. (52)

Since they were not bargaining as a group, they overcame their differences and agreed on a fixed ratio for each job title in 1960. Later, they formed a loose confederation of administrators called the Council of Supervisory Associations, recognizing the differences among the groups. The new Council was successful in getting the state legislature to accept the ratio salary schedule for all middle administrators; and in 1962, the eleven organizations were given _de facto_ recognition by Dr. Bernard Donovan, superintendent of New York City schools. He wrote, "My intention to consider the Council as spokeman for its affiliation is known by the Board of Education and meets with its approval (53)."

## The Nature of Administrative Association

Under conditions of "meeting and conferring," the New York City group, originally in a competitive situation, learned to cooperate and act as confederates--rather than fight and diminish their influence. For while teachers were numerous and more unified in cities like New York, the administrators were few in number and inherently less powerful. Hence, in New York City, at least, CSA became a unified effort to represent administrators prior to de jure recognition by the board of education in 1967.

Other cities saw other organizational arrangements during the meet and confer stage of board-administrator relations. In California, under the Winton Act, various groups attempted to represent middle level supervisors. Some groups were supported by national labor organizations. The AFL-CIO chartered a small group of administrators as local #3 of the American Federation of School Administrators with the assumption that once the state of California had a collective bargaining law for the public sector, AFSA might win the representation election. The Teamsters, Local #960, were involved and were particularly strong among the weakest group of administrators, the assistant principals (which joined the Teamsters group, up to 40 percent of their numbers). Some administrators even approached the American

Federation of Teachers which was strong among the San Francisco teachers. But AFT was wary of admitting administrators for fear of a takeover (a common concern, since before the 1960s, National Education Association was dominated by administrators). Further, minorities joined administrator groups, as a way of protecting their role in the school and a means for extending black identity in the schools.

The board of education in San Francisco was evidently quite skillful at playing one group off against another. Also, the administrator in California had long been part of a management team-oriented group, the Association of California School Administrators (ACSA), which attempted to represent all superintendents, administrators, and supervisors. The strength of this group--which has held the middle and upper management of the state's school together--had been seen in the fact that San Francisco is almost the only school district to date to recognize its middle administrators for purposes of bargaining.

Prior to bargaining, the administrators in Cleveland had joined the teachers association; they had been chartered as a group within the Cleveland Teachers Union. Administrators felt that allying themselves with the larger and more powerful teacher's union would best allow them to meet and confer with the board of education. Since Cleveland administrator salaries were tied to the teachers in the 1950's and early 1960's anyway, it made sense, according to respondents, formally to join local# 1554 of AFT. In 1964, the administrators lost their vote in the Cleveland Teachers Union, a decision made locally in response to a national trend to free teachers from the domination of their administrators and supervisors. So, in 1966, the Cleveland Federation of School Administrators became the Cleveland Council of School Administrators, which it remains today.

Unlike administrator groups in other cities, the Cleveland supervisors were already joined into one group, though the various sub-categories maintained their identity through representation on the governing board. Years prior to the unionization of teachers, however, the city saw the principals' clubs and associations much like those elsewhere. Having close relations with the teachers had the distinct advantage for the administrators: it gave them some of the same "meet and confer" rights as teachers; later, when the board of education recognized the Cleveland Federation of Teachers as the official bargaining group for teachers, they also were willing to bargain with the administrators--even though the state of Ohio has no public employment relations law and thus no entitlement for school supervisors to negotiate.

The various administrator groups in Minneapolis have had a long tradition of club membership. The organization were divided along job lines: the secondary principals, elementary principals, assistant principals, central office supervisors, and later the central office confidential employees each had its own separate group. A pecking order existed, with the High School Principals Associations having the most prestige, pay, and visibility within the system. During the meet and confer stage, the board sat down with each of the groups, seeing that the secondary administrators had higher salaries than the lower school leaders. This wage tension continued, right into the bargaining period, as did the three organizations: Principals Forum, Minneapolis Association of Administrators and Consultants (Central office supervisory staff), and the Confidential Employee Association.

Dade County administrators had meeting and confer status for six years, leading up collective bargaining recognition in 1975; by 1977, they lost the right to bargain and resumed the meet and confer mode. The organizational structure changed over the period, for separate clubs, for administrators of different rank, to a single group, the Dade County School Administrators Association (DCSAA). Prior to the consolidation of Dade County schools with the city schools of Miami, there were numerous smaller associations for white and black administrators, county and city administrators, and so forth. The city-county consolidation in the 1950's brought all the middle-level staff into one unit, pre-dating the use of the meeting and conferring and collective bargaining.

In summary, meeting and conferring required some organizational unit: one that could engage in discussion with the board; one that in some way represented the administrators in the school system. Since there was no legal underpinning for the meet and confer sessions, the board was not required to confer "in good faith" or to be held to what they accepted. No contract was signed; usually these sessions led to some agreement of understanding or perhaps a change in board policy. Meeting and conferring was a first step in a formalization process.

The recent meet and confer session in Dade County, Florida, for school administrators found the DCSAA meeting with the superintendent to prepare an agenda; the meeting then moved to the school board where the leaders presented their requests: pay, extra vacation days, a different accrual system for vacations days so that if an administrator takes fewer than alloted days off one year, he/she can use these days next year. Task forces, with staff from the superintendent and administrator groups, worked jointly on various issues; these problems were then put into writing and accepted by the administrators and the superintendent--before final presentation to the Dade County board of education.

## Weaknesses of Meet and Confer Approaches

Meeting and conferring stands directly between total employee separation from the board and key decision-making and co-determination as exists with collective bargaining. As such, it shares the best and worst characteristics of both poles of this continuum. Meeting and conferring preserves the notion of the "management team," the strong feeling, as Redfern explains, that "if middle managers are part of management in board-superintendent-teacher negotiations, it is utterly ridiculous to think that they could or should join a union or an association to bargain with their bosses. Management is an entity and it is totally incongruous to have one managerial component bargaining against another component (54)." The role of supervisors as part of management, and thus not appropriately part of a collective bargaining unit, was expressed in the private sector in 1948--at the time when Congress was revising the National Labor Relations Act (passed as the Taft-Hartley amendments). The House report explained:

> Supervisors are management people. They have distinguished themselves in their work. They have demonstrated their ability to take care of themselves without depending upon the pressure of collective action. No one forced them to become supervisors. They abandoned the "collective security" of the rank and file voluntarily, because they believed the opportunities thus opened to them to be more valuable to them than such "security." It

> seems wrong, and it is wrong, to subject people of this kind, who have demonstrated their initiatives, their ambition, and their ability to get ahead, to the leveling process of seniority, uniformity, and standardization that the Supreme Court recognizes as being the fundamental principles of unionism. (55)

In education, the topic of going beyond meet-and-confer, to bargaining for adminstrators, has stirred such deep reactions from "management team" advocates that one can understand the feeling of threat involved. Sinclair calls separate bargaining for administrators "the wrong solution," based on the absence of legal authority in Arizona (but not elsewhere, necessarily), the impact of bargaining on "professional staff relations," and the small net financial impact of bargaining, as drawn from research on collective bargaining for teachers (56). Heddinger reports that a survey of Pennsylvania principals showed that "principals indeed are part of the management team in Pennsylvania, and have significant authority and responsibility for making decisions." (These surveys, by the way, were distributed by the superintendent in the local district.) (57)

Finally, the Ohio Association of Elementary School Principals in 1971 gave this advice to superintendents concerning the managment team:

> The effective superintendent today recruits capable supportive administrators and supervisors, then employs them in such a manner as to most effectively accomplish the administrative functions for that school. This type of involvement would promote the

> utilization of principals, supervisors, and others in communication with the board of education, the community, and the student body, recognizing that in individual areas of administration their expertise often exceeds that of the superintendent. It behooves administrators to reassess the relationship between principal-supervisor-director and superintendent in order to ascertain whether the present organizational pattern guarantees them the best possible utilization of the expertise possessed by each . . . . In partnership with the superintendent, the principal has a significant contribution to make, but such a partnership cannot be bought, coerced, or dictated, although it can readily be earned. (58)

Yet meeting and conferring fails to guarantee employees anything--other than a chance to be heard. While "communication," utilization," and "partnership" are valuable concepts, they fell short of true bilateral decision-making. Hence, in the period 1965 to the present, an increasing number of administrators are opting for the right to bargain--a situation that grew out of the disequilibrium of the period. Teachers were bargaining and gaining increases in pay and benefit; community groups were influencing the placement and continuation of jobs for administrators; and laws were enabling principals legitimately to claim the right to bargain.

## 4. The Administrator and Collective Bargaining

### Conditions

In the five cities where administrators had or were bargaining, conditions had changed, making them ripe for bargaining. In New York City, the Council of Supervisory Associations had been officially recognized in 1965, when Walter Degnan, president of CSA and James B. Donovan, board president, jointly signed the memorandum of understanding, including:

> The Superintendent of Schools or his representative, will meet and consult once a month during the school year--and the Board of Education at least once during such school year--with representative of the Council on matters of educational policy and development and will confer with them, with a view to arrive at a mutually acceptable position with respect to their working conditions, salary schedules, and grievance procedures. (59)

Note the pre-Taylor Law language of consulting and attempting "to arrive at a mutually acceptable position." Once the state public employment law was passed, recognition was more formalized (at least in wording):

> The Board recognizes the CSA as the exclusive bargaining representative of all employees of the Board serving by appointment or assignment under license or other pedagogical certification in pedagogical supervisory or administrative positions in schools, bureaus, district or central offices, and receiving salary established for such position, excluding managerial and confidential employees in these titles designated as managerial or confidential under the procedures of the Taylor Law or by agreement of the parties. (60)

Other cities in our sample, too, found administrators seeking the right to bargain. Only Dade County administrators received that prerogative and then forfeited it because of pending state legislation against middle administrator negotiations.

## The Nature of Administrator Organizations

Our study of sample administrator organizations indicates the variations in unit characteristics along three dimensions: Organizational-structural, Co-determination, and Affiliation. As organizations, the sample groups differ in their ability to influence their school systems, in part because of their ability to command control over a formal and legally recognized organization, to engage in bi-lateral decision-making, and the resources they gain from outside relationships. Table 7 presents the five organizational power variables, which we shall apply to the six cities; Table 8 shows the extent of associational co-determination each sample group has; and Table 3, later, indicates the amount of external bargaining, grieving, and informational help each administrator group receives.

TABLES 7 and 8

## POWER-ASSESSING FUNCTIONS OF UNIONS AS VOLUNTARY ASSOCIATIONS

## Atlanta: The Management Team

The school administrators in Atlanta public schools score lowest on our scale of structural and bilateral

# POWER-ACCESSING FUNCTIONS OF UNIONS AS VOLUNTARY ASSOCIATIONS

## TABLE 7 - Organization Variables

| | Administrator Associations: Sample Districts | | | | | |
|---|---|---|---|---|---|---|
| | Atlanta | Dade County | Cleveland | Minneapolis | San Fran. | NYC |
| 1. Organizational Power Variables: | | | | | | |
| a. Separate Mid-Administrator Organization (none = 0; mixed w/supt. = 1; separate = 2) | 0 | 1 | 2 | 2 | 2 | 2 |
| b. Centralized Representation (none = 0; mixed = 1; sole represent. = 2) | 0 | 1 | 2 | 2 | 2 | 2 |
| c. Recognition: Under Voluntary Agreement by Board of Education (1); Under State Law (2) | 0 | 0 | 1 | 2 | 2 | 2 |
| d. Coalition Structure - Internal Governance (proportional represent.) | 0 | 1 | 2 | 2 | 2 | 2 |
| e. Staff Leadership: Elected (1); Single Paid (2); Hierarchy of Staff (3) | 0 | 2 | 1 | 1 | 2 | 3 |
| SUB-TOTAL | 0 | 5 | 8 | 10 | 11 | 13 |

## TABLE 8 - CO-DETERMINATION VARIABLES

| | Atlanta | Dade County | Cleveland | Minneapolis | San Fran. | NYC |
|---|---|---|---|---|---|---|
| 2. Power of Co-Determination Variables: | | | | | | |
| a. Bi-Lateralism (bargaining): 0 = None; Meet and Confer = 1; Collective Negotiations = 2 | 0 | 1 | 2 | 2 | 2 | 2 |
| b. Contractual System: (No = 0; Yes = 1) | 0 | 1 | 1 | ? | 1 | 1 |
| c. Due Process for Grievances: (No = 0; Yes = 1) | 0 | 0 | 0 | 1 | 1 | 1 |
| d. Seniority Rights for Reduction in Force: (No = 1; Yes = 1) | 0 | 0 | 0 | 1 | 0 | 0 |

Table 7 (cont.)

**Administrator Associations: Sample Districts**

| | Atlanta | Dade County | Cleve-land | Minne-apolis | San Fran. | NYC |
|---|---|---|---|---|---|---|
| e. Right to "Bump": (No = 0; Yes = 1) | 1 | 1 | 1 | 1 | 1 | 1 |
| f. Unfair Labor Practices Clause: (No = 0; Yes = 1) | 0 | 0 | 0 | 1 | 1 | 1 |
| g. Recognition Rights: (No = 0; Yes = 1) | 0 | 0 | 1 | 1 | 1 | 1 |
| h. Right to Strike: (No = 0; Yes = 1) | 0 | 0 | 0 | 0 | 0 | 0 |
| i. Third-Party Appeal: (Grievance Arbitration = 1; Bargaining Arbitration = 2) | 0 | 0 | 0 | 2 | 1 | 1 |
| j. Administrative Tenure | 0 | 0 | 0 | 0 | 0 | 1 |
| k. Retain Tenure as Teachers: (No = 0; Yes = 1) | 1 | 1 | 1 | 1 | 1 | 1 |
| SUB-TOTAL | 2 | 4 | 6 | 10 | 9 | 11 |

control. Taking column one, we see that school administrators have no centralized, recognized, and staffed organization; rather, two informally recognized principals' clubs or organizations permit them to share information and voice the concerns of their occupational group. True, under the structure of participative management Atlanta principals serve on task forces and make their needs know; but they are not officially or legally recognized and must wait to be included in key decisions. Without some device for coordinating the needs of elementary and secondary school administrators, the two groups were unable to present a united stance; competition existed; and interviewees mentioned their inability to control their occupational environment. No staff leadership existed. Atlanta administrators were led by their elected presidents, one for the elementary principals and one for the secondary. But no full-time staff were available.

As for the co-determination variables, Atlanta administrators did not bargain; they did not work under a contract system. Rather, their jobs were governed by the working personnel policies of the district. It appears that some of the procedures were similar to those arrived at through bargaining, though whether the administrators have the power to oversee their enforcement is an open question for further research. We have already mentioned the nature of salaries and fringe benefits in Georgia schools: the state pays the base pay of some $8,500 plus $30 per teacher in a principal's building; Atlanta adds to that amount as a local supplement (poor district do not; their administrators earn the state sums only). The salary supplement is not negotiated. The school board and superintendent work out a total salary schedule for all employees, with administrators getting a similar percentage as the teachers.

Lay-off procedures resemble local unions that bargain. Atlanta administrators are given some assurances of seniority rights--a major concern of unions that bargain--as one of several variables used in determining who will be fired during a reduction in force. But since the Atlanta schools have not laid administrators off (rather, they use attrition), it is hard to tell what part seniority will play, versus other criteria such as "needs of the district," ability to reassign an administrator to another job laterally, and the perception by administrators that they are not being fired for personal reasons. Administrators in Atlanta enjoy the right to replace or "bump" a teacher--if they have seniority over him/her and cannot be placed in another administrative post. Should this removal occur during the year, the administrator continues to receive the supervisory pay--even though he/she is performing teaching duties until the end of the school year at which time the teacher's salary replaces the higher administrative one.

As for other variables in co-determination, Atlanta administrators have no "unfair labor practices" clause, since they do not bargain under state law or local contract. Like the other five sample cities, Atlanta's supervisors do not have the right to strike. They have no appeal to third party intervenors to settle grievances, though there is a state appeals process to the state board of education. Principals are not tenured, though they do maintain their rights as teachers--hence, the right to bump.

In all, Atlanta administrators scored the lowest of the six cities, receiving a zero on organizational power variables with no separate, recognized, legitimated coalitional structure and leadership to represent their needs. Though they are included in some key decisions as a part of the managerial system, they cannot claim that right independent of the willingness of the superintendent to include them. As for co-determination, there is little. Personnel policies protect all staff members, providing a rational process for lay-offs, bumping, and appeal. These procedures appear to meet the demand for smooth bureaucratic operation, not any strong labor relations appear--though we may be wrong on this. Large city schools with thousands of employees can hardly individualize every lay-off, transfer, or bump. Thus, the process makes governance easier and allows for some protection of employee rights.

## Dade County: Meeting and Conferring After Bargaining

Florida has strong protection for the rights of employees in the public sector to bargain. In fact, the new Constitution of the state, adopted in 1968, contains the stated right to unionize:

> The right of person to work shall not be denied or abridged on account of membership or non-membership in any labor union or labor organization. The right of employees, by and through labor organizations, to bargain collectively shall not be denied or abridged (Section 6; emphasis added).

Under the Constitution and the state collective bargaining law, the Dade County School Administrators Association bargained two contracts, establishing the right of recognition, due process, and the full range of bilateral activities on December 18, 1974. The Florida Public Employee Relations Commission found that the Dade County School Administrators Association was "in compliance" with the state law and was therefore "the exclusive representative for the purposes of collective bargaining for the employees in the unit described below: all regular full time professional administrative employees employed by the Dade County School Board." (61)

But in 1977, the Florida employment law was amended to include stricter provisions concerning the definition of "administrative personnel." It placed principals and other administrators in the same work category as the superintendent, as "managerial," and thus ineligible for bargaining. Chapter 447 of the Florida statutes defines managerial employees as those who perform jobs that "require the exercise independent judgment," "formulate policies," "assist in the conduct of collective bargaining," "a significant role in personnel administration," and "in employee relations." Then, by name, administrative personnel are:

> Administrative personnel comprises the superintendent, supervisors, principals, and those who may be employed as professional administrative assistants to the superintendent or to the principal...(62)

In light of these changes in the law, and the clear likelihood that the Florida Public Employees Relations Commission would de-certify the Dade County Administrator, the union voluntarily requested to be de-certified in the follow resolution:

> WHEREAS, the Floridal legislature enacted Senate Bill 1449, amending the Florida Public Employees Relations Act . . .
>
> WHEREAS, the effect of that amendment is to exclude from the definition of "public employee," and therefore from the protection of the Act, school administrative personnel as defined by Section 228.041(10). . .
>
> WHEREAS, the bargaining unit represented by the Dade County School Administrators Association and the membership of our Association is comprised primarily of such administrative personnel, it is hereby

> RESOLVED by the Dade County School Administrators Association that said Associations hereby
>
> 1) disclaim any interest in being the exclusive bargaining agent of any employees of the Dade County School Board;
>
> 2) disclaims its role and function as an employee organization. . . ;
>
> 3) disclaims the representation of any public employee or group of public employees concerning any matters relating to their employment relationship with any public employer . . .; and
>
> 4) disclaims its certification as the bargaining agent for that bargaining unit described . . . by the Florida Public Employees Relations Commission on March 13, 1975. (63)

The organizational impact of decertification is as yet unclear. True, the DCSAA no longer bargains; but in voluntarily seeking decertification, the organization was permitted to complete its contract year and remain the spokesgroup for all administrators. Instead of bargaining, the group now meets and confers with the board. Looking at column two, Table 1, one sees a number of structural and bilateral qualities that differentiate Dade County administrators from both the Atlanta supervisors and those in other sample cities.

First, the DCSAA does not represent solely the middle administrators; in fact, the superintendent has joined the group. Hence, the Dade County group is a broad managerial unit, with mixed representation, no recognition under law since 1977, and a mixed coalitional structure including all top and middlw administrators. Like New York and San Francisco, the Dade County organization has a full-time, paid administrators who operates an office for the management of the association's affairs.

The co-determination variables are a bit more confused. Once an organization has bargained and established a certain posture, one wonders whether simple decertification is sufficient to place the relationship on a strictly meet-and-confer basis. Further, many of the provisions in the 1975 and 1977 contracts (which were bargained) remain, so that the protective language is still in effect--even though the group is no longer the bargaining representative of the administrators. The contract includes pay increments, a "systematic career ladder and promotion policy," a transfer policy in case of reduction in force which allows an administrator to keep his/her former salary and preferred status in finding another job elsewhere in the system for one year, as well as other special considerations such as holiday changes, automobile allowance for administrators using their own cars for official work.

Hence, the association holds on to several of its advantages, such as the contract, the right to bump into the classroom if lay-offs occur, and the continuation of teacher tenure into the administrative role. Most importantly, the unity of the organization, its governing structure which includes staff representative from the various levels in the organization, has maintained the presence of administrators in the school system. As for the actual electoral system, it has changed over the years. At first, the DCSAA had a 35 person board, thirty elected and an additional 5 appointed to insure racial and job title balance. Recently, the group moved to a straight title election with 5 officers, 2 secondary principals, 2 elementary principals, 2 central office supervisors and directors, 2 assistant principals, and 2 administrative services.

In the long run, it is unclear how the non-bargaining approach will work. Since all employees in Florida are guaranteed the right to bargain (even, perhaps school administrators if the amendment to the employment law were challenged in court), the competition for funds, raises, and power among school employees at all levels will intensify. Perhaps the administrators can maintain their relationship with the superintendent and gain power and favor in that way; but in times of crisis, meeting and conferring may not be enough.

## Cleveland: Bargaining in the Absence of a State Employment Relations Law

Even though Ohio is among the most industrialized and urbanized of states (having more large cities than any other state), it has yet to pass a public employment relations law. Yet an increasing number of cities have bargaining for educators, including the Cleveland Council of Administrators and Supervisors. Like other employees in Ohio, administrators in Cleveland have long been high politicized, beginning their collective bargaining as part of the Cleveland teachers' union, an AFT affiliate. On September 26, 1974, the Cleveland administrators gained separate recognition, done voluntarily and extra-legally by the Cleveland board of education:

> WHEREAS, meeting the educational needs of the children of the Cleveland School District requires cooperation of all concerned . . .

> WHEREAS, the Board has concluded that the Cleveland Federation of Principals and Supervisors hereafter known as the Council . . ., represents the vast majority of its employees . . .
>
> WHEREAS, the Council has pledged that their efforts will be dedicated to the achievement of educational excellence . . .
>
> BE IT RESOLVED, that until such time as collective bargaining legislation becomes effective in Ohio, or until such time as the Board concludes, based upon satsifactorily evidence submitted to it, that the Cleveland Council of Administrators and Supervisors no longer represents a majority of those in administrative and supervisory positions, and on condition that said organization of administrators and supervisors not discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status or membership in or association with activities of any employee organization, the Cleveland Council is recognized . . .as the sole representative of administrative and supervisory personnel with the exception of the Superintendent, the Deputy . . . . for the purpose of negotiations . . . on all matters concerning salaries and such other items concerning terms and conditions of employment as the Supt. or Board and said Council . . . shall agree are proper subjects of negotiations. (64)

Table 1 (column three) indicates the level of organizational influence held by the Cleveland group. It has a recognized, centralized, and legitimated organizational role in Cleveland school affair. Internally, the Council is governed by representatives elected from the various job categories in the school system; though it has no paid, full-time leaders, its president, William S. Tomko, has held the leadership position for eight years and operates the association while also being a high school principal (he has a private telephone line in his school office, paid for by, and for the service of, the Cleveland Council of Administrators and Supervisors). But, while Dade County, New York City, and San Francisco have paid staff, as yet Cleveland does not.

The co-determination level for the Cleveland administrators is high. It bargains, operates under a contract, has a six-step grievance procedure, and seniority rights in staff reductions. The grievance process is interesting as one of administrator bilateral decision-making. Step 1: CCSA determines whether a legitimate grievance exists by committee review of written complaint; Step 2: If a grievance exists, the Council committee notifies the Assistant Superintendent, Personnel, in writing and a meeting may be held with Grievance Committee, Personnel head, and Grievant; Step 3: Within 5 days, the Assistant Superintendent renders decisions, in writing; Step 4: A direct appeal by Council Committee to the Superintendent who will meet with Committee and Grievant in 10 days; Step 5: within 5 days, the Superintendent makes his/decision on the grievance; and Step 6: the Grievance Committee may make an appeal to the Board of Education (65).

While such grievance procedures in New York and California may involve an appeal to the state public employment relations board or commission, Ohio has no appeals machinery, since no bargaining law exists. Interviews in Cleveland indicate that as yet no seniority procedures have been implemented, though administrators may bump teachers in a reduction in force. Likewise, there is no third-party appeals since there is no law to provide for arbitration, mediation, etc.

In all, then, the Cleveland Council has strong influence, according to our rating scheme: it is recognized and has the right to bargain. Since the time when the Council was the Federation--part of the teachers' union--,it has been unified and centrally and strongly led. It has had its problems, since the city schools of Cleveland have witnessed the whole list of urban school problems: federally-ordered busing for desegregation, state receivership for financial bankruptcy, white flight to the suburbs, and numerous and long teachers strikes. The school administrators have maintained a neutral but supportive posture during the recent strikes (1978, 1980), refusing to break a picket lines, "scab," or antagonize the teachers. Like a number of administrator unions, the Cleveland Council has attempted to remain loyal to the superintendent and the board of education and yet not participate in strike-breaking; this list of positions expresses the Cleveland Council's stance during strikes:

1. . . .CCAS must comply with the superintendent's instructions to allow non-strikers to report to work if they choose to enter the building.

2. . . .CCSA members believe that school should not be conducted without a majority of staff present.

3. CCSA members will recommend that schools be closed when less than a majority of certificated staff is present (liability insurance may not apply during certain "atypical" conditions).

4. CCAS does not believe that school should be conducted unless classrooms are manned by regular certificated staff.

5. CCAS building administrators should not engage in the recruiting of substitutes for staff members withholding services, beyond normal school district procedures.

6. CCAS believes that principals should comply with existing union agreements in assigning duties to staff members who report for duty.

7. CCAS members should not perform the job description covered by other negotiated agreements.

8. CCAS members should not disrupt picket lines by intimidation or coercion.

9. CCAS members recognize their unique administrative function as delineated by the administrative contract and will safeguard and protect students, parents, personnel, and school property.(66)

In brief, the Council had determined that it will do all it can within its contact but not attempt to keep schools open without staff, not help the superintendent bring in substitutes to break the strike, not teach, and not use pressure on teachers to bring them back into the buildings.

Such a stance is certainly independent and pro-union, reflecting the realities of organized life in Cleveland and Ohio.

### Minneapolis: Bargaining Under Law but Highly Divided

Minnesota has the strongest collective bargaining law in the nation: one that involves third-party intervention, steps leading to the right to strike, and the inclusion of collective bargaining for administrators and supervisors. Minneapolis administrators, supervisors, and consultants are organized into three separate, recognized, and active bargaining units. On all variables in the first part of Table 1, Minneapolis receives a 2 except for leadership structure. For since the administrator ranks are divided, and since these administrator cannot muster sufficient funds to hire a full-time staff or maintain an office, in effect, the Principals' Forum, the Minneapolis Association of Administrators and Consultants, and the Confidential Supervisors cannot raise enough funds to staff their respective organizations.

On measures of co-determination, the groups have done reasonably well, though the Principals Forum ran into some bad luck during bargaining. At impasse, an arbitrator was called in; he sided with the Minneapolis school board and awarded the Principals' Forum a zero-zero-zero raise for the years 1978 to 1981 (though the principals did receive a small cost of living raise under the existing contract). Even co-determination can lead to injustice--or so it seems. The Forum appealed to the Minnesota Public Employment

Relations Board. The PERB explained the situation in its ruling:

> The Arbitrator has carefully examined all of the evidence presented by the Parties relevant to this issue:
>
> The Forum, in requesting an update of the recently expired schedule, stresses unique responsibilities germane to Minneapolis Principals in addition to the general salary adjustments being gained by teachers throughout the state. Moreover, according to the Forum the ever-rising cost of living has caused the average principal's real earning to shrink with the passing of time.
>
> Conversely, the District argues that there are essentially three "compelling reasons" for maintaining the status quo on salaries. . .the practice of equating the principals' earning to the mean of other compensable Minnesota School District. . . . the desired equation has fallen out of balance and consequently Minnesota finds itself pay principals salaries which generally exceed the comparable Districts both locally and nationally. . . .the declining enrollment coupled with the sharply reduced ability to pay means that Minneapolis has to hold the line on principals' salaries or "face economic disaster." (67)

The PERB ruled in agreement with the arbitrator: that indeed there was evidence that hardship was likely if an increase in salary was awarded, that the Forum's salaries were high in comparison to other states and districts, and that "to award a three year salary increase (costing hundreds of thousands of dollars) and justifying it primarily on the assumption of increased state aid, is logically and economically unsound. . . . Accordingly, the

Minneapolis Principals' salaries for the life of the new contract shall remain status quo (68)." The Forum, in turn, appealed the decision of the arbitrator, as supported by PERB, to the Fourth District Court for Hennepin County. The Defendent, in this case, the Board of Education, argued that the"plaintiff has shown no compelling reason to depart from the general rule that the award of an arbitrator should be enforced and that all doubts should be resovled in favor of the award." The brief for the Principals made the case that "the Forum has met its burden of showing that both the Duty Year Award and the Salary Award have been poisoned by the arbitrator's lawless interpretation of what is management right and what is a term and condition of employment. Both award should be vacated and remanded for arbitration in accordance with the Forum's Proposed Order." The Judge ruled that the arbitrator had been patently unfair and remanded the decision back to him for another ruling--at which time the arbitrator refused to continue the case. The reaction of the school board was to appeal the case to the Minnesota Supreme Court where it awaits final adjudication.

Meanwhile, the time came near to bargain the 1981 contract--though the board of education wished to wait until the court makes its decisions. The MAAC group (administrators and consultants in central office) received an average of six percent raises over the three years; the central office confidential employees, 8 percent average.

So while the Forum enjoys the rights of co-determination, contract, due process, and an arbitrated award on seniority which states "that in the event of discontinuance of position, lack of pupils or administrative reorganization, reassignment, dischange and reinstatement shall be based upon seniority in one of the jobs classifications covered by this Agreement . . .as follows senior, junior high and middle school principals, elementary principal, and assistant principals." There is no language about bumping teachers, though tenure does hold and one presumes that an administrator can bump if he/she has tenure in the lower ranks.

Administrators do not have the right to strike; but they are given arbitration rights under the Minnesota employment laws. In all, then, the middle administrators enjoy full influence under collective bargaining, though this forcefulness is somewhat reduced by their divided ranks. As we shall discuss in the next section, these administrators have attempted to compensate for their reduced influence by affiliating with organized labor, in particular, the Teamsters union, which represents both the Forum and MAAC organizations.

## San Francisco: California's First Middle Administrative Bargaining Unit

California was among the last large, industrialized states to pass a public sector bargaining law; and San Francisco's administrator were the first unit of middle-level supervisors to be recognized for bargaining by the state's Education Employment Relations Board (EERB), later becoming the Public Employment Relations Board. Unity came not out of understanding but because of the legislative requirement that one organization only could represent each "community of interest" or occupational group. In an election, the United Administrators of San Francisco, the AFL-CIO group won and became "the exclusive bargaining representative of the unit of certified supervisory employees (69)." While the bargaining process came relatively late, the activities of employee organization was already well underway before recognition occurred. Hence, in short order, the San Francisco administrators' group rapidly built a strong structure as Table 1, column 5 indicates.

The group was recognized as a separate, centralized, staff, and structured unit, getting 2's on the measures of organizational power. Saul Medfes, a highly respected high school principal, on retirement from the system, took over the full-time executive leadership of the United Administrators; he has no staff, for the organization is hardly large enough to support more than one staff member.

Co-determination variables indicate full-scale bargaining, a contract, elaborate due process procedures, though seniority rights have not yet been written into the contract. San Francisco schools have long used modified seniority for the reduction in force for all staff.

The due process procedure resembles others we have studied, though there is a step provision for the use of an arbitrator, under rules of the American Arbitration Association (AAA), if both parties agree. The steps are as follows:

"Both the District and the Association agree that everyone concerned will benefit when prompt and confidential resolution of grievances is encouraged. The following procedures is hereby established:

> --Written grievances will be discussed with the grievant's immediate supervisor;
>
> --Within ten days, the immediate superior will investiage the claim and determine whether it is legitimate and what should be done;
>
> --The grievant may then appeal the supervisor's decision to the Superintendent or his/her designee;
>
> --Before 15 days, the Superintendent will investigate the claim and render a decision in writing to the grievant, the Employee Relations Office, and the Association;
>
> --If the decision is not acceptable to the grievant, it may be appealed to voluntary and advisory arbitration (i.e., the decision is not binding on either the district or the administrator in question).
>
> During the entire process, the rights of the grievance are protected: e.g.:

> No grievance material shall be placed in the personnel file of a member of the bargaining unit exercising his rights under the grievance procedure. Neither shall such material be utilized in the evaluation reports, the promotional process, or in any recommendation for job placement (Article 9.5e).

In summary, San Francisco administrators have rapidly formalized their relationship with the board of education, gaining the right to bargain, grieve, bring in third parties for advisory arbitration; the organization represents the diverse titles in the schools, under a system of elections. Prior to the open elections, the organization maintained a mixed system of election and appointment (on the theory that the appointees would come from minority groups among the administrators who might not otherwise receive sufficient votes to be on the governing board). So while the Rodda bill giving public employees the right to bargain may have been among the newest laws, the San Francisco administrators' group has moved rapidly toward bilateral influence.

## New York City: The Nation's Biggest

The Council of Supervisors and Administrators (CSA) has achieved institutional status in fifteen years. It was recognized in 1965, making it the oldest unionized group in our sample. It is also the largest bargaining unit for administrators in the nation, with 3,789 members representing 29 different job titles. Thus, the CSA scores high on the variables presented in Table 1. First, it is a separate unit strictly for supervisory personnel. Superintendent and their immediate staff are excluded, as are staff who teach. The CSA is the sole representative of middle administration, recognized under the state's Taylor law. It has an elaborate electoral system, creating a Delegate Assembly of some seventy members, while the daily operation of the union falls to the Executive Committee made up of the officers.

As an organization, CSA is large and complex: a president, executive vice president, five other vice presidents, secretary, treasurer, plus a seven-member paid executive staff including an executive director, grievance director, consultant, lobbyist, legal counsel, public relations director, and controller. The budget reaches nearly a million dollar yearly, with each member paying 1.2 percent of his/her salary yearly to the organization. And since CSA members earn between $24,000 and $38,000 yearly, the budget is large, supporting a diversified staff. Hence, on our scale, CSA scores a 3, since its organization is structured and hierarchical.

CSA also enjoys a wide range of co-determination activities, including bargaining, contractual rights, due process, seniority and tenure as administrators (gained under state statute, not local contract), the right to bump teachers in the ranks, an elaborate "unfair labor practices clause," and the right to grievance arbitration under the rules of the AAA. In fact, CSA has the most elaborate set of labor relations practices in our sample, due perhaps to the history and development of collective bargaining in New York state and New York City. Also, the CSA has participated in the political actions of educators in the city, including the strikes and pressures of the "community control" era in the 1960s. More recently, CSA has participated in "unity bargaining" in the attempts by the city to control wages.

CSA has also provided the leadership for the American Federation of School Administrators (AFSA), the AFL-CIO affiliate for school supervisors, as our next section discusses.

## II. AFFILIATION AND UNION INFLUENCE

Besides structural organization and bilateralism, unions gain power from their relationship with other organizations, in particular, state and national union and professional associations. The six sample cities provide a range of affiliation, from those administrator groups which have joined state and national unions AFL-CIO and Teamsters), to those which are part of umbrella organizations at the state level, and finally, to those which have no official relationship with outside associations. Table 2 presents the numerical breakdown of the existence of formal organizational affiliation (0 = none; 1 = state only; 2 = national only; and 3 = both state and national). These affiliations are of a specific type; they involve the local organization's joining as a unit a state or national group. (We are not measuring the incidence of individual member's joining a state or national group, since such membership tends to serve the professional needs of each member but not the collective needs of the bargaining unit.)

Second, we are concerned with the lobbying power of local unions, since policies are made at the state level which affect the lives of administrators: issues of tenure, pay, certification, plus the range of labor relations policies. Also, as Congress continues to debate a national public employment relations law (e.g., H.B. 777), the ability of administrators to lobbying in Washington, D.C. becomes of greater importance (70). Questions arise, such as, Should a national law permit middle administrators to form separate bargaining units, common units with teachers, or engage in no collective negotiations? Should Congress create a separate National Public Labor Relations Board, paralleling the National Labor Relations Board in the private sector? Or should public employees come under the private sector board and policies? These issues shall be discussed the last chapter, but the ability to lobbying in the state and national capitals become increasingly more important as administrators attempt to shape their political environment.

Finally, we studied the ability of outside organizations to services to support local unions: bargaining help, legal services, someone to advise local leaders on policies during a local teachers' strike. We ranked these resources either 0 or 1: Yes or No.

## TABLE 3

## RATING OF AFFILIATION RESOURCES

## BY SAMPLE CITIES

| 3. Power of Affiliation Variables: | Atlanta | Dade County | Cleveland | Minneapolis | San Fran. | NYC |
|---|---|---|---|---|---|---|
| a. Formal Organizational Affiliation None = 0; State Alone = 1; National Only = 2; Both State/National = 3 | 0 | 0 | 1 | 3 | 2 | 3 |
| b. Lobbying Power: Self = 1; State = 2; National = 3; Both = 4 | 0 | 1 | 2 | 2 | 3 | 4 |
| c. External Assistance: | | | | | | |
| (1) Bargaining Help (0-1) | 0 | 0 | 1 | 1 | 1 | 1 |
| (2) Legal Help | 0 | 0 | 0 | 1 | 1 | 1 |
| (3) Special Benefits | 0 | 0 | 1 | 1 | 1 | 1 |
| SUB-TOTAL | 0 | 1 | 5 | 8 | 8 | 10 |

Since the Atlanta administrators have no single, representative supervisory organization, there is no group to affiliate. While many of the principals in Atlanta are members of the Georgia Association of Educators and the NASSP and NAESP (national principals associations), these local clubs do not derive help from them in servicing their local collective needs. The one exception may be the lobbying done by the Georgia Association of Educators in areas of state aid and salaries for local employees. As we mentioned earlier, the base pay of all educators in Georgia public schools is contributed by the state--with local communities making supplementary additions. But principals in Atlanta do no influence the behavior of the GAE and do not necessarily see that group as their own.

Dade County administrators are not members of any state association--as a collective. The state principals groups are not highly political and do not engage in bargaining or bring legal suits for local administrators. Under the lobbying variables, we learned that the Dade County School Administrator Association lobbies in Tallahassee itself, sending members to present the organization's viewpoint to legislators. Hence, the association in Dade County scored a one (1) on the power of affiliation measure for direct organizational lobbying.

Cleveland's administrators are affiliated with the Ohio Council of Administrative Personnel Associations, an umbrella group of the state's elementary and secondary principals and curriculum supervisors. OCAPA was "designed to unify the efforts of state administrator associations to deliver needed services to local associations." It was organized to provide liability insurance up to $250,000, to represent members in grievances, to provide direct advocacy on "issues resulting from the administrator's job activities," to publish a newsletter, and to provide membership in the separate elementary/secondary association of the member's choice. As such the Cleveland Council has lobbying power in Columbus, Ohio, external assistance in bargaining, grieving, and other benefits. In fact, on a weekly basis, the OCAPA executive secretary attended meetings of the Council to offer help.

Hence, unlike most other state principals' groups, the Ohio state organizations have united to service local bargaining units, while trying to provide individual professional help by job category.

Minneapolis administrators, themselves divided, face a divided state association. That is, the elementary and secondary principals' organizations are not merged, nor are they unified as they are in Ohio. During a crises, the Minneapolis Principals' Forum sought affiliation with the Teamsters union, local #320, which also represented the St. Paul administrators, state university employees, and later the Minneapolis Association of Administrators and Supervisors. In so doing, the principals hoped to gain access to political power, the kind that would make a arbitrator think twice about giving a 0-0-0 pay raise in a decision.

In effect, the principals were giving the Teamsters authority to bargain for them, represent them in grievance procedures, and lobbying help in the state capital and in Washington, though there was some realization that the Teamsters International in Washington, D.C. in not going to concern itself with public school supervisors over the issues that affect rank and file. But, locally, it was believed that such affiliation would give them clout. The scale indicates that the Minneapolis principals and administrators receive an eight: state and national affiliation, state lobbying primarily, and external assistance in bargaining, grieving, legal help, etc.

San Francisco United Administrators is local #3 of the American Federation of School Administrators; as such, the local union receives help with bargaining, legal problems, and other help. Currently, AFSA does little lobbying in California, since the national office of AFSA is in New York City. But the local and state labor federations (AFL-CIO) are available, though some locals of AFSA have had trouble relating locally to the blue collar members of the state federation of labor. In all, however, the San Francisco supervisors and administrators receive high levels of outside help: in bargaining, lobbying, and grieving.

The Council of Supervisors and Administrators, New York City, is local #1 of AFSA (AFL-CIO). The first president of AFSA, in fact, was the former president of CSA, the late Walter Degnan; past president, Al Morrison, and the current head, Peter O'Brien, also came out of CSA. When Degnan approached George Meany in order to affiliate CSA directly with the AFL-CIO, Meany requested that Degnan attempt to bring other urban school administrator association into a national group, rather than charter a single unit like CSA.

In 1974, the School Administrators and Supervisors Organizing Committee (SASOC) was formed; when the number of locals reached 45, Degnan requested a full charter as a national AFL-CIO union, which was granted on July 7, 1976.

AFSA services the New York City local, providing a link with labor and access to the Public Employee Department of the AFL-CIO. CSA, however, is large enough to provide much of the legal, bargaining, grieving, and lobbying services internally. Hence, CSA has the power advantage of strong affiliation and strong internal resources.

## The Power Variables Summarized

A composite score of the six sample school administrator organizations indicates the following: New York City, CSA, had a total of 34 points on the composite structural, co-determination, and affiliation scale; San Francisco, 28; Minneapolis administrators, 28; Cleveland Council, 21; Dade County, 13; and Atlanta, 2. These indicators are a first attempt to quantify the characteristics of unions and other voluntary organizations. They show the impact of state laws, loccal history and levels of political action, roles of superintendents and boards, and the impact of ideologies such as unionism and "management team."

The environment, then, has a strong impact on organization, particularly groupings of employees who are forever adjusting their relationships to their bosses, their constituencies, and the laws of their states.

## NOTES

1. Paul Revere Pierce, *The Origin and Development of the Public School Principalship* (Chicago: University of Chicago Press, 1935), p. 182.

2. See Bruce S. Cooper, "The Future of Middle Management in Education," in *The Principal in Metropolitan Schools*, Donald A. Erikson and Theodore L. Reller (eds.) (San Francisco: McCutchan, 1978), pp. 272-299.

3. Betty S. Osteroff, "The Metamorphosis of a Professional Association into a Union," unpublished doctoral dissertation, New York University School of Education, 1972.

4. *Fortieth Annual Report of the Common Schools of Cincinnati*, 1869, p. 47.

5. Pierce, *op. cit.*, p. 183.

6. *Ibid.*, p. 183.

7. Bruce S. Cooper, "Collective Bargaining Comes to School Middle Management," *Phi Delta Kappan*, 58 (November 1976), pp. 202-204; and Bruce S. Cooper, "Bargaining for School Administrators Four Years Later," *Phi Delta Kappan* (May 1979).

8. Dee Schofield, "Collective Negotiations and the Principals," *Schools Leadership Digest* (Arlington, Va.: National Association of Elementary School Principals, 1976), p. 3.

9. In 1968-1969, the Council of Supervisory Associations (later renamed the Council of Supervisors and Administrators) in New York City joined the United Federation of Teachers on the picket lines in protesting the transfer of both teachers and principals by the community board in Ocean Hill-Brownsville, I.S. 201, and JHS 271. While the role of the UFT has been extensively explored in print, CSA's part has only been mentioned. For a review of the strike, see Diane Ravitch, *The Great School Wars: New York City, 1805-1973* (New York: Basic Books, 1974, pp. 366-72. The administrators' organization, for example, is mentioned in F. Cassell and J. Baron, *Ocean Hill-Brownsville: A Modern Greek Tragedy* (a mimeographed essay, 1978).

10. Schofield, *op. cit.*, p. 9.

11. Arnold S. Tannenbaum, "Unions," in the *Handbook of Organizations*, James G. March, editor (Chicago: Rand McNally, 1965, p. 710.

12. Leonard R. Sayles and George Strauss, *The Local Union: Its Place in the Industrial Plant* (New York: Harper & Brothers, 1953), p. 3.

13. Tannenbaum, *op. cit.*, p. 709.

14. Arnold S. Tannenbaum and Robert L. Kahn, *Participation in Local Unions* (Evanston, Ill.: Row, Peterson, 1958).

15. Richard A. Lester, *As Unions Mature: An Analysis of the Evolution of American Unionism* (Princeton, N.J.: Princeton University Press, 1958), p. 5.

16. R. Hoxie, *Trade Unionism in the United States* (New York: Appleton, 1923), p. 72.

17. Arthur Selwyn Miller, "The Constitution and the Voluntary Association: Some Notes Toward a Theory," in *Voluntary Associations*, Nomos XI, J. Roland Pennock and John W. Chapman (Eds.) (New York: Atherton Press, 1969), p. 239.

18. John H. Freeman, "The Unit Of Analysis in Organizational Research," in *Environments and Organization*, Marshall W. Meyer, et al., Eds. (San Francisco: Jossey-Bass, 1978), p. 337.

19. Mayer N. Zald, "Political Economy: A Framework for Competitive Analysis," in *Power in Organization*, Mayer N. Zald (Ed.) (Nashville, Tenn.: Vanderbilt University Press, 1970), p. 224.

20. Bureau of Labor Statistics, 1976, Dept. of Commerce.

21. Barney G. Glaser and Anselm L. Strauss, *The Discovery of Grounded Theory: Strategies for Quantitative Research* (Chicago: Aldine, 1967), p. 31.

22. Bernard C. Watson, "The Principal Against the System," in *The Principal in Metropolitan Schools*, *op. cit.*, p. 40.

23. For a useful model of white collar unionism in Great Britain, see George Sayers Bain, *The Growth of White Collar Unionism* (Oxford: The Claredon Press, 1970).

24. *Ibid.*, p. 184.

25. Paul Salmon, "Are the Administrative Team and Collective Bargaining Compatable?" *Compact*, Vol. 12 (June 1972), p. 3.

26. Other management team literature includes Dee Schofield, *op cit*, pp. 15-17;1 Chester Butkiewicz, "Superintendents, Are You Ready?" *NASSP Bulletin*, September 1975, pp. 29-33; George B. Redfern, "School Mangement: Administrator Union or Management Team?" ERIC (EA -044-199), 1976; William H. Holley, Jr., *et. al*., "Perceptions of the Role of the Principal in Professional Negotiations," *Journal of Collective Negotiations*, Vol. 5, No. 4, pp. 361-369; Harry H. Rains, "Collective Baargaining in the Public Sector and the Need for Exclusion of Supervisory Personnel," *Labor Law Journal*, May 1972, pp. 275-288; Myron Lieberman, "Lieberman: It's An Invitation to Trouble," and "Salmon: Administrative Teams Build Staff," *The American School Board Journal*, June 1977, pp. 24, 27, and 465.

27. Teacher power and its impact on the principal and other administrators has only recently been recognized. In some ways, administrators are able to gain improved pay and so forth by "coattailing" onto the teachers: as the teachers get a raise, so do the administrators. More research is necessary on the impact of teacher militancy on the behavior and perceptions of principals.

28. See "Report on Local School Councils to the Board of Education," Recommendaions (revised December 19, 1970), Office of the Superintendent, Chicago Public Schools, Document 70-1161, p. 1. Their emphasis. See also Paul E. Peterson *School Politics, Chicago Style* (Chicago: University of Chicago Press, 1976), p. 225, for an analysis of the influence of community groups over the selection of principals. Peterson wrote:

> In 1971, the board no longer considered variations in performance on the qualifying examination but allowed community representatives to consider candidates from the entire list of applicants . . . "The Principals Club vigorously opposed the policy, asserting "that the actions of the local selection committees operating under the guidelines of the Board of Education have failed to inspire the confidence of the Chicago Principals in the validity of the selection process" (The Reporter, Spring 1971, pp. 7-8).

29. Ravitch (New York: Basic Books, 1974), p. 366.

30. Bruce S. Cooper, op. cit. 1979.

31. Thomas A. Kochan, "Correlates of State Public Employment Bargaining Laws," Industrial Relations, Vol. 12, No. 3, October 1973, p. 331.

32. Robert E. Doberty, "Public Education," in Collective Bargaining: Contemporary American Experience, Gerald G. Somers (Ed.) (Madison, Wis.: Industrial Relations Research Association, 1980), p. 521.

33. Edwin M. Bridges and Bruce S. Cooper, "Collective Bargaining for School Administrators: A Significant Development in the Field of Labor Relations," Theory Into Practice Vol. XV, No. 4 (October 1976), pp. 306-313.

34. Jeffrey Pfeffer, "The Micro-Politics of Organization," in Environment and Organizations, op. cit., p. 30.

35. See the Getzells-Guba model.

36. H.S. Harris, "Voluntary Associations as a Rational Ideal," in Voluntary Associations, Penneck and Chapman, op. cit., p. 51.

37. Ibid., p. 51-52.

38. Mayer N. Zald, "Political Economy: A Framework for Comparative Analysis," in Power Organizations, op. cit., p. 240.

39. Pierce, op. cit., pp. 13-14.

40. Ibid., p. 18.

41. Ibid., p. 19.

42. Ibid., p. 19, from Annual Report of the School Committee of Boston, 1879, pp. 15-16.

43. Ibid., p. 20.

44. Ibid., p. 21.

45. See, for example, the work of Henri Fayol, General and Industrial Management, translated by J.A. Conbrough (Geneva: International Management Institute, 1929; James D. Mooneuy, The Principles of Organization (New York: Harper and Bros., 1947); and Henry C. Metcalf and L. Urwick, eds., Dynamic Administration: The Collected Papers of Mary Parker Follett (New York: Harper & Bros., 1940).

46. Larry Cuban, *Urban School Chiefs Under Fire* (Chicago: University of Chicago Press, 1975), p. 141-142.

47. Ostroff, *op. cit.*, pp. 29-30.

48. Interview notes.

49. Interview notes.

50. Interview notes.

51. Ostroff, op. cit., p. 30.

52. *Ibid*., p. 32.

53. Letter for Dr. Bernard Donovan, Supt. of Schools of NYC, to Benjamin Strumpf, President, CSA, Feb. 1, 1963.

54. George A. Redfern, "School Management: Administrator Union or Management Team?" ERIC document EA 004-199, n.d., p. 2.

55. H.R. Rep. No. 245, quoted in 1 legislative History, LMRA at 307-08. See also, Harry H. Rains, "Collective Bargaining in the Public Sector and the Need for the Exclusion of Supervisory Personnel," *Labor Law Review*, May 1972, pp. 275-288.

56. John E. Sinclair, "The Great Debate: Separate Bargaining Units for Principals-- One Wrong Solution," *NASSP Bulletin*, May 1977, p. 52-55.

57. Fred N. Heddinger, "Do Your School Principals Have Enough Decision-Making Power? In Penna. . . .", *The American School of Bd. Journal*, Feb. 1978, pp. 30-31.

58. Ohio Association of Elementary School Principals, "The Administrative Team," (Westerville, Ohio, 1971), p. 2.

59. Memo of Agreement, May 5, 1965 (mimeo).

60. Agreement bet. the Bd. of Education of the City School District of the City of New York and the Council of Supervisors and Administrators, Local 1, Amer. Federation of School Admin., AFL-CIO, Oct. 1978-Sept. 1980, pp. 1-2.

61. Certificate of Representation Following Recognition Acknowledgement and Order to Negotiate, Case No. 8H-RA-744-3003, Dec. 18, 1974.

62. Public Education: General Provisions, chapt. 228, p.

63. Public Employees Relations Commission, Case MC-77-025, Sept. 14, 1977.

64. Agreement bet. Board of Education of Cleveland City School District and the Cleveland Council of Admin. and Supervisors, 1974, pp. 12-13.

65. *Ibid*., p. 26ff.

66. Memo, August, 1978.

67. Minnesota PERB, decision, 1980.

68. State of Minnesota Public Employment Relations Boards, in the matter of Arbitration bet. Minneapolis Principals' Forum and the School District of Minneapolis, Case 77, PN-906, pp. 4-5.

69. Contract bet. San Fracisco Unified School District and United Administrators of San Francisco, April 11, 1978, Article 1.1, p. 4.

70. Bruce S. Cooper, "Federal Action and Collective Bargaining for School Administrators," *Public Personell Management*, Sept.-Oct., 1978, pp. 44-61.

# CHAPTER VI

## IMPACT AND IMPLICATIONS

Collective bargaining for school administrators and supervisors has been something of a quiet revolution in school labor relations and management. No longer are individual principals suspended between "management" and "labor", not knowing which way to turn. For a growing number of school administrators, the way to turn is to one another — forming separate, independent, and unified associations with the rights of unions.

In some way, this revolution is a logical extension of the "labor movement" of the last hundred years; in effect, principals are becoming labor oriented, using many of the same tactics of bargaining, national-state-local union affiliation, grievance procedures, and lobbying that rank-and-file unionists devised. But, unlike fire and police supervisors, most school principals have not actually joined the rank-and-file unions. Instead, these supervisors banded together with other middle-rank administrators to forge a new alliance of their own.

Hence, administrator collective bargaining is both the extension of teacher unionization and a radical departure from it. What has happened, in effect, is that principals have emerged in many city school systems (and a few suburban a third estate, between the teachers on the one hand and the superintendent-school board on the other. No longer can the top management blithely assume that all orders, changes, fiats from the top will be implemented without question -- particularly if these new policies directly affect the careers or working conditions of principals.

A situation in New York City will illustrate the new relationship. In 1979, the Chancellor of the city schools (equivalent to the general superintendent) had plans to deny tenure to 90 supervisors, members of the Council of Supervisors and Administrators, Local #1, American Federation of School Administrators, AFL-CIO. As one CSA vice-president explained,

> The Chancellor was ready to chop heads. These men and women had worked long and hard in the New York City Public Schools and would have lost their positions and their careers. CSA leadership met with the Chancellor and his Cabinet. We presented both a threat and a plan. The threat was to file grievances under our contract. Principals and other supervisors have a right to review and evaluation. More importantly, we offered professional training to improve these supervisors. All their jobs were saved through cooperation and the consultation process.{1}

What is revealed by this situation is as follows: The means for operating the school district remains much the same, with the top management running things, the middle ranks reacting, planning, and cooperating. The main difference is that at one time administrators would simply have accepted the fiat of the board of education. Now, the CSA acts as a focus for discontent and a communicator of member needs to the superintendents and Chancellor.

Another example: in the 1981-1982 school year, the New York State Board of Health required that all children be immunized against childhood diseases before entering public schools in September. But the health board provided no funds to help the Public Schools notify parents, staff to send out the letters, and no staff to keep up with the students. The issue was an important one, since schools received their state and local aid, based on the number of pupils in Daily Attendance. If large numbers of students were refused admission to school because of incomplete innoculation reports, then the school system and the individual schools would lose millions of dollars.

Again, the Council of Supervisors and Administrators provided the necessary leadership by (1) alerting the central board of the impossibility of asking principals to contact all their students without additional staff and time, (2) setting up a procedure for permitting children to enroll temporarily until full innoculations could be provided, and (3) establishing a list of children needing shots to be given to the city health department -- since schools cannot administer the injections.

impact of unions for school administrators: unity, cooperation, a legitimate voice, and collective clout.

*Unity*. While middle rank school administrators and supervisors have traditionally been a highly divided group -- along school, ethnic, religious, and geographic lines -- the pressures for collective action led to the creation of a single, all-encompassing school administrators union. The history of administrators' associations in numerous school districts shows, for example, that prior to bargaining school administrators belonged to clubs of high school principals, central office coordinators, directors of guidance, and various associations of black administrators, Jewish administrators, women administrators, administrators from the East Side and West Side. When it came time for the setting of wages and other working conditions, school boards had an easy time of playing one group off against another -- while never dealing with the administrators as a group.

Even later, when a semblance of collective bargaining began in such school districts as San Francisco, the School Board "bargained" with a number of groups claiming to "represent" the school administrators. These included the AFL-CIO (with 45 members), the Teamsters (38 members), the High School Principals Association ( 71 members), and so forth. This fractured approach was further encouraged by the Winton Act (see Chapter III), which permitted group comprised of members from the various administrator associations, the number based on the size of the membership).

Collective bargaining demanded a single representative from each "community of interest." This notion was defined quite differently, depending on the local history and needs. In Minneapolis, for example, as was discussed in Chapter V, the building administrators, central office administrators, and confidential administrators (also in the central office) formed three different bargaining groups. Though this divided the general category of "supervisor," it did maintain the cohesion within the ranks of principal, confidential employees and central office supervisors. While supervisors and administrators as a group in Minneapolis might not have the power that the single administrators' union of places like New York City and San Francisco, there was sufficient negotiations, contract administration, and other procedures to continue.

*Cooperation*. Information from school districts which have collective bargaining for school administrators indicates that despite the built-in adversarialism of the collective bargaining process, there was considerable cooperation between school middle administrators and their bosses, the superintendents. In fact, unionization may have following reasons:

1. Security: Some administrators argued that collective bargaining had permitted them to move beyond issues of pay, benefits, and security to deal with board and superintendent without fear of reprisal. As one principal explained:

> In the past, we were always worried about being taken advantage of by the superintendent, about being left behind when the teachers union bargained, and about other "bread and butter" issues. Now that we have a contract and protection, we can forget about these survival stuff and turn our attention to working with central office to improve the schools.[2]

In fact, the union structure improved the relationship between board and middle administrators, rather than destroying it.

2. A Rightful Place. The presence of an administrators association which is duly recognized permits principals to participate as a group in major district-wide and city-wide policy-making. It has become common practice in New York City, San Francisco, Philadelphia, and Detroit, for example, for the leaders of the middle administrators union to serve on commissions, boards, and other groups affecting the schools.

In the last to years in New York City, the Council of Supervisors and Administrators, for example, has participated in a range of committees dealing with that a new mode of big city school governance is emerging; one might call it governance by joint commission. When a problem is identified, the Chancellor and Board of Education establishes problem-solving groups representing the various organizations in the city schools: teachers (United Federation of Teachers), principals (Council of Supervisors and Administrators), parents (United Parents Association), top administration (Chancellor's office), and so forth.

Joint problem-solving is hardly new; administrators have served on committees in past years. What is new and indicative here is the role of the associations (CSA, UFT, UPA) in selecting their own representatives and the sense among these participants that they are accountable to the organizations that appoint them. Hence, while in the past a principal was appointed by and responsible to the superintendent when serving on joint committees, here we find participants there specifically to represent the needs and wishes of their respective associations.

In 1981-1982 alone, CSA served on the Promotions Policies Committee to oversee such programs as the "Gates," an effort to test, retain, and provide summer school for children working two or more years below grade level; the City-Wide Testing Committee to examine the question of which tests to use and when and how to administer them in the schools; the Confidentiality Committee concerned about being computerized; and the committee to plan the "Design for the 80's" program, the Chancellor's long range planning effort.

What has happened in New York City and elsewhere is what Bacharach and Lawler in Power and Politics in Organizations predicted: organizations are systems of conflicting sub-groups which work together only by forming coalitions, meeting together,negotiating differences, and then disagreeing again. As Bacharach and Lawler explain:

> The only political recourse that most individuals have for their grievance is the group. The group becomes the viable unit for political action. It provides maximum mobilization of power and some protection against retaliation. Put simply, the group is the viable unit because, as the adage holds, there is strength in numbers.{3}

What our study indicates is the institutionalization of this group power and involvement. Unions become part of the operational fabric of the system, participating as recognized, legitimate spokesgroups for their various member. Principals take their rightful place alongside teachers, parents, and top administrators in helping to determine the policies of the district, policies which the principals themselves will have to carry out in their schools.

## The Strike Option

principals does not exist. In any labor-management setting, the differences between employer and employee, between superior and subordinate, can erupt and strikes can occur. In fact, some have argued persuasively that the right to walk off the job collectively is an inalienable right, like life and liberty. For without a workers' opportunity to withdraw their labors, then no collective bargaining can exist.(4)

Despite the strength of this argument, supervisors almost never strike. They lack the numbers to close down the school system; they fail to gain widespread public support, since administrators' salaries tend to be too high to pluck the heartstrings of many citizens; and they (administrators) tend to picture themselves as sympathetic to management when other groups like the teachers "hit the bricks." In our research, we found numerous times when principals felt great sympathy, if not empathy, for the teachers' plight and would have gone out on strike with them. Stopping short of this, principals sometimes "helped" the strikers by (1) closing the school at the slightest provocation -- thus bolstering the strike's effectiveness; (2) serving hot coffee to teachers on the picket lines; (3) refusing to "scab," that is, teach in the striking teacher's place to keep the schools running; and (4) sometimes refusing enhancing the impact of strike action.

In at least four cases in New York City and one in Detroit, school administrators and supervisors actually declared their unions to be on strike and joined their colleagues, the teachers, on the picket lines. Since these events are somewhat unusual and indicative of the problems facing school middle level managers, they deserve some discussion.

New York City.

During the autumn of 1968, the United Federation of Teachers (UFT) and the Council of Supervisory Associations (CSA){5} went on strike three times. Perhaps a better way to see these job actions is as one long walkout that started and stopped three times, since the issues and power struggles underlying the strike were essentially the same: the power contest between the leadership of the black community of Ocean Hill-Brownsville Community Board and the teachers and administrators associations.{6}

Table 1 shows the three 1968 New York City strikes and their immediate causes; in all three cases, principals and other supervisors under the banner of CSA were out on strike.

UFT and CSA, Fall of 1968

| Dates (1968) | Proximate Cause | Reasons for the Return to Work |
|---|---|---|
| STRIKE I:<br>Sept. 9-10 | Unions reacted to the "replacement" of UFT/CSA personnel in Ocean Hills. | School Board promised protection to teachers'/principals' jobs back for removed staff in Ocean Hill. |
| Strike II:<br>Sept. 12-30 | Unions fear non-enforcement of Sept. 10 agreement; ten teachers still not reinstated | Agreement that 110 UFT/CSA staff could return to Ocean Hill with protection and "neutral observers." |
| Strike III:<br>Oct. 14-Nov. 17 | Jr. High School 271 reopened in Ocean Hill without union-desired protection for UFT/CSA staff. | UFT/CSA got jobs in Ocean Hill back; salaries would be retroactive; state would oversee due process for staff. |

From the archives of CSA, it becomes obvious that the school administrators union was actively involved in the three strikes. In an open letter to Mayor John Lindsay, the CSA invited his Honor to "meet some of the more than 30 supervisors driven out of their schools by threats and violence. You might learn how due process, civil and human rights, and academic freedom were violated by vigilantism."{7} Then the CSA news release provided "PROFILES OF TERROR", giving biographies of principals who had been harassed on the job:

> fear of returning to Public School X because of the following: (1) An assault on me with a knife and robbery on June 25, 1968; (2) An assault on me by a parent on June 18, 1968 while I was breaking up a fight between two boys in front of the school; (3) Recurrent vandalism on my car; (4) INTIMIDATION ON RACIAL AND RELIGIOUS GROUNDS; (5) An attitude communicated to certain elements in the neighborhood which would explain the sixteen UNLAWFUL ENTRIES AND ACTS OF VANDALISM to the school building between April and June; (6) The police view that I HAVE BEEN MARKED AS A TARGET.(8)

Such statements by CSA were common as the group attempted to handle the rising tide of anti-white and anti-Jewish feeling within the Ocean Hill community.

During the three strikes, CSA circulated letters and announcements attempting to get the mayor, the state legislature, and the Ford Foundation (which supplied much of the money to finance the community control experiment in New York City) to disband the black controlled District and reinstate centralized control and the dismissed UFT/CSA staff. One circular challenged the mayor to do the following:

1. DISBAND Junior High School 721 . . .;

2. REMOVE the 7 principals ruled illegal by the courts and replace them with principals qualified by examinations and legal procedures;

3. GET suspended Administrator Rhody McCoy out of the district; DISSOLVE the suspended "local governing board."

4. MAKE IT CLEAR that Superintendent Donovan is officially in charge of Ocean Hill-Brownsville District and his orders are to be obeyed!{9}

Besides addressing their comments to the mayor, the Council of Supervisory Associations also addressed its advice to the Board of Education President, John Doar, outlining its grievances and reasons for striking: harrassment of teachers and administrators; unwillingness to remove the power of McCoy and the Community Board; insubordination on the part of Ocean Hill-Brownsville teachers, administrators, and principals (those hired by the Community Board); and the reopening of JHS 271 -- a direct affront to the unions. The flyer was ended with an appeal to the Board President to act:

> You have destroyed our faith and our hope, Mr. Doar -- and we cannot give you charity. To inspire good faith, you must act in good faith.{10}

But perhaps the greatest cause of the walkouts was the fear of direct reprisals against union members. In a bright blue handout entitled "Why Don't You Tell the TRUTH, Mr.

McCoy: , the CSA reacted to various statements by the black leaders; here is one example:

### MISREPRESENTATION--

"There has been no evidence of harrassment and threats and intimidation at J.H.S. 271." (Statement by Rhody McCoy on Channel 4, Nov. 10, 1968).

### THE TRUTH

Dr. Donovan [superintendent], Board of Education, observers, the Mayor's observers, witnessed such harrassment. Dr. Donovan closed J.H.S. 271 because of the explosive conditions.

Mrs. Evelyn Farrar, the Principal, has repeatedly revealed the threat-filled atmosphere at J.H.S. 271. She finally asked to be reassigned in the face of threats on her own life. She stated at a press conference on November 8, 1968:

> "There is a reign of terror -- a cancer that goes from on school to another . . . The motives of the militants were 'to take over the school and make it a black school.'"

## ISN'T THIS RACISM?{11}

That is not to say that all the supervisors and administrators supported the strike. A group called the New York Association of Black School Supervisors and Administrators, in a press release dated 12 noon, Tuesday, Sept. 17, 1968, wrote the following:

> The racial and religious tensions accruing as a result of the action taken by the United Federation of Teachers and the Council of Supervisory Associations in closing and, in some cases, padlocking the schools can only lead to deeper divisions in our City. For this reason and those even more critical reasons related to the educational needs

BEST COPY AVAILABLE

> of our children, the New York Association of Black School Supervisors and Administrators is unalterably opposed to this strike.{12}

By November, the teachers and administrators on strike had become exhausted; the ugliness of the strike had shocked everyone. The Council of Supervisory Associations met at the Hotel Pierrepont in Brooklyn to hear the results of the collective bargaining between the Board of Education and CSA/UFT. The minutes of the meeting on November 17 reveal the nature of the settlement:

> Mr. Sasserath arrived with a copy of the Agreement and summarized it as follows:
>
> A. A State Commission is set up with city-wide jurisdiction to protect the rights of teachers and supervisors. The members of this commission will be Harold Israelson, Walter Straley, and John Beunell.
>
> B. No reprisals and no loss of benefits.
>
> C. Ocean Hill-Brownsville will be placed under State Trusteeship: Herbert Johnson. Impartial observers will be stationed in each school.
>
> Three principals, William Harris, Louis Fuentes, and Ralph Rogers are assigned to Central Office pending outcome of litigation. Other principals will remain at their schools as long as they obey directions. All UFT teachers are to return to normal teaching programs.
>
> Rhody McCoy can resume his duties upon promising to obey directives.
>
> D. The CSA does not waive its rights in the on-going litigation.
>
> Mr. Degnan [CSA President] arrived and described the provision of an independent panel to hear grievances on a citywide basis as the most important gain. He pleaded that upon return to the

schools, we act as mature supervisors, take the leadership in restoring good human relations.(13)

A vote of the CSA Executive Board followed. By a vote of 275 to 23, the union agreed to return to work on November 18. Thus ended the most difficult and painful strike in American public school history -- one which involved not only the rank-and-file employees, the teachers, but the supervisors and middle administrators as well.

In this strike, the "enemy" and source of the walk-out was not the Board of Education; the issue was not money for salaries, fringe benefits, and sabbaticals. The strike was against a "community" outside the schools and for due process and control over the inner-workings of the school system: such issues as who should control the removal of staff, what constitutes poor performance, and what rights an employee has under the working rules of the system.

The fourth strike involving administrators occurred in 1975 and was directly related to the labor relations actions of the Board of Education. In part, the issue was contract integrity and the right to bargain in good faith -- both traditional union concerns.

In the summer of 1975, the Board of Education laid off 16,000 teachers which caused the class size in New York City to jump to 46, on average. Furthermore, the contract negotiations between the UFT and the School Board dragged into August without settlement, with lay-offs casting a shadow over the process. Meanwhile CSA was prepared to bargain its contract, but the Board refused to meet them at the table until UFT negotiations were completed. When CSA filed an "unfair labor practices" complaint with the Public Employment Relations Board (PERB), the PERB determined that the board must bargain -- but still it refused.

A second issue was a directive from the Board that all school assistant principals-supervisory must teach, in part to make up for the large lay-offs. When CSA filed a breach of contract grievance on the directive, the Board released the elementary school assistant principals from having to teach, arguing that they, the principals, came under the jurisdiction of the 32 decentralized elementary school districts in New York City and were not the direct responsibility of the central board of education. But since the high schools were under the central board, these AP's had to teach.

It now appeared that the UFT bargaining was not going to lead to a contract; once again the schools were about to be struck. On September 4 (school was to open after Labor Day on September 9th), the CSA, led by President Peter O'Brien, held a meeting at Manhattan Center to prepare itself for the pending walkout. Three choices confronted the administrators: (1) to await the outcome of the UFT bargaining; (2) to determine in advance to strike both in support of the teachers and to press the Board negotiations around its concerns; (3) or to determine in advance not to support the teachers walk-out and to see what the outcomes were to be for administrators and supervisors.

When President O'Brien called for a vote, the show of hands was extremely close; when he asked those in favor to come forward and those against to move to the rear of the room, some eight hundred moved up and a few less than that shifted to the back. Using the discretion of the chair, he declared the "ayes" had it and ordered the Manhattan Center Resolution approved -- the organization would strike in support of UFT and in the interest of the safety of the children.

Later, Peter O'Brien explained some of his thinking in pushing for the 1975 CSA walk-out. In his book, The Subject Is Schools, O'Brien wrote that he supported the strike because "past experience had shown that schools could not function during a teachers' strike." (Interview with O'Brien, as presented in The Subject Was Roses). Further, we now learn that CSA participation in the UFT walk-out gained Shanker's support for the entry of the administrators-supervisors union into the AFL-CIO.

O'Brien explains:

During the ensuing week-long strike at the beginning of the school year, a supervisor's work stoppage helped to shut

> down the schools. I called it an exhibition of courage on behalf of fellow unionists. Later it led to a brief suspension of the union's dues checkoff, but joint action with the UFT may have helped gain an AFL-CIO charter in 1976 of the Organizing Committee as a national union, the American Federation of School Administrators (p. 57).

Walter Degnan and Peter O'Brien knew that without the support of AFT President Albert Shanker within the AFL-CIO, the school supervisors would never have received a national charter from President George Meany. Hence, active support for the 1975 teachers' strike was essential. At the same time, however, O'Brien's push for the strike (and his controversial "ramrodding" of the strike vote at the Manhatten Center) were misunderstood and resented by many CSA members, as the division within the ranks indicated.

Three days later, the High School Principals division of CSA held a press conference at which time they announced that they were against a walk-out with or without teachers; the high school assistant principals, on the other hand, met and voted to support the strike, some 700 strong.

The strike lasted only one week, from September 9 to 16. The issue for the teachers was the loss of 16,000 members; for CSA, the concern was the integrity of the contract (which did not provide that assistant principals had to teach), safety of the school during the teachers strike, and solidarity between UFT and CSA. While the UFT membership stayed out in large numbers (some 93 percent), the CSA members were somewhat less enthusiastic. Many feared reprisals; others were concerned about the "two-for-one" clause of the Taylor Law which required that striking employees lose two days pay for every day on strike.

The results of the strike were clear. First, there were no reprisals against the teachers or administrators; second, no supervisors were laid off; third, there was increased solidarity between UFT and O'Brien's union, and fourth, CSA had proved that it could operate independently of the larger UFT. In the words of the CSA Newsletter, quoting President Peter O'Brien, "CSA is not a union that would scab. It's not a union that would take the jobs of teachers. It's not a union that would break the teachers' union. We're a union and they're a union, and I don't care what you believe, we are not an appendage of the UFT."{14}

Detroit.

In 1980, the Organization of School Administrators and Supervisors, OSAS, went on strike alone. When the School Board had stopped bargaining and appeared to be ignoring the union, the President, Aaron S. Gordon called for a series of one-day strikes ("sick-out's").

OSAS selected key days to be absent: for example, city-wide test day saw principals at home, causing confusion in the District and making their walk-out felt. This technique had several advantages. First, since strikes are illegal among public employees in Michigan, the one-day approach was so fast that it was hardly possible for the Board and the state to move legally against the organization. Second, a brief strike prevented a tide of public opinion from rising against the administers. Third, it has the effect of severely annoying the School Board -- rather than directly challenging it. Finally, it may be easier to get compliance from union members, since staying home for one day ("sick") is hardly a serious hardship to members of the striking group. It's easy to sell and administer.

But one day strikes also have their limitation. First, the School Board can simply wait. One day without principals could hardly injure the system. All schools function without principals for a day or so a year when the administrator is meeting in the central office or is home sick. Second, a one-day approach may be as much work as a week-long strike, communicating with members, convincing them that this strike is necessary, and seeing that members do not come in. And finally, a one-day strike is hardly a true strike, since a walk-out should continue until the sides agree at the bargaining table.

In summary, the relationship between school boards and administrators is not always cordial. Whenever groups, charged with the protection of their rights, work together in a system, there is bound to be conflict. Collective negotiations is a device for resolving conflict, as is grieving, going to PERB or court, and just working informally. When all else fails, one group may attempt to deny its services to the other, and strikes occur.

This study has found that strikes very rarely occur among school supervisors -- only five in history, thus far. In most cases, the walk-out is done in conjunction with the teachers organization, since principals are too weak to go out alone. Sometimes the issue is external to the school district -- as with the perceived threat of community control in Ocean Hill-Brownsville. Or the administrators may feel that the school board is not bargaining in good faith (Detroit). Or, as in New York City, the principals may leave their jobs to show solidarity and union kinship with fellow unionists (the teachers).

Whatever the cause, style, or outcome of the strike, as long as school administrators and supervisors form bargaining units, the potential for a walk-out is always present.

## Psychological Impact

Thus far, we have mainly concerned ourselves with the impact of administrator collective bargaining on the school district organization and the administrator's association. There remains, however, the all-important question of the influence of unionization on the administrators themselves.

Has collective bargaining affected the way school administrators and supervisors perceive themselves as leaders, their profession, and their bosses, the superintendent? If these perceptions remain basically unchanged, then unionization has meant little to the psychology and beliefs system of principals and other mid-level administration. If, on the other hand, principals who bargain (versus those who do not) see their relationships and beliefs differently, then we can argue that the movement to unionize school supervisors has changed the outlooks and attitudes of these key staff members.

## A Common Heritage

One belief system has supposedly unified administrators at all levels of the organization: adherence to the tenet that superintendents, principals, assistant principals, and other supervisors are part of a common "managerial team" or "management system"{16} This attitude is so ingrained in the training, speeches, writings, and everyday expectations of many administrators that it is rarely challenged.

No single, accepted definition of the "management team" is available. In general, it has come to mean that school administrators of varying ranks, from superintendent to assistant principal or director, share a common set of goals concerning school management, feel a sense of loyalty to one another, act in a way to enhance the best interests of management, and importantly, retain the "responsibility and authority for participating in school decision-making."{17} Common tasks, shared purposes, and joint governance, so the concept goes, fuse the leaders of the school system into an efficient and effective instrument for managing the system.

Today, despite the rise of collective bargaining and other indicators of the erosion of the management team ideal, there is still strong support for, and belief in, this viewpoint. E. Mark Hanson, for example, in his book on school management, advocates that the superintendent use the team as "a problem solving, program developing, leadership unit" by calling "for members of the team to shape and operate the critical management information system, the budgeting system, the collective bargaining system" and so forth.{18} Paul B. Salmon, too, believes that the "team is constructed around the idea of collaborative efforts and commonality of purpose."{19} In effect, the team, according to Salmon, "offers real opportunities for mid-level administrators to establish a more meaningful identity in educational decision-making and management determination."{20}

For the purpose of this final chapter, we are trying to determine what impact bargaining has had on the managerial perspective of middle administrators. Why is this an important issue? First, if we are to understand the impact of bargaining, we must explore the changes in attitudes, if any, between principals who bargain and those who do not.

Second, if there are any significant differences in managerial outlooks or identification between bargaining and non-bargaining school administrators from similar districts, then a new mode of educational management may be called for. Third, an excellent way to test the hypothesis of Bacharach and Lawler (the belief that organizations are coalitions of different sub-groups all vying for control in an inter-organizational, political environment)[21] is to see to what extent middle administrators (who bargain and who do not) agree with their bosses, the superintendents, on key issues. If there is little comity across groups, then it would lend credence to the Bacharach-Lawler contention: that organizational perspectives vary with one's position and activities; that organizations are not the holistic, rationale, and unified systems, as some scholars believe.[22]

## An Empirical Study

To test the strength of the argument that bargaining may have an impact on the managerial outlook or identification of school principals and other supervisors, we[23] examined the relationship between the "managerial orientation" of a randomly selected group of superintendents, principals, and assistant principals and their involvement in unionization. The key research question was: Do supervisors who receive collective bargaining representation, sign contracts, and join various administra-

*for unions and associations identify less with school management than supervisors who do not unionize?* A related question which was studied was: *Did rank in the school district hierarchy, years of job experience, and other local district conditions (size, urbanization) affect the way school administrators perceive their closeness to top management in schools?* These and other questions provide the basis for a model of managerial orientation, one designed to explain "pro-labor" and "pro-management" identification of school administrators in this study.

*"Management Orientation": The Dependent Variable.* Management orientation is defined as the degree to which school middle administrators agree with top management (superintendents and assistants) on issues concerning how the district should be operated. In particular, we identified fourteen key issues which might have involved conflicts of interest between middle and top administrators. The issues are:

1. Rights of school administrators to bargain and strike
2. Evaluation of administrator work performance
3. Means for awarding pay increases to administrators
4. Transfer policies for administrators
5. Lay-off procedures for administrators
6. Tenure for administrators
7. Levels of building-site control and discretion
8. Dismissal of administrators
9. Superintendent-principal relations
10. Administrator behavior during teachers' strikes
11. Hiring policies for administrators
12. Grievance procedures for school administrators
13. Scope of bargaining for administrators
14. Administrator affiliation with state and national organizations

of these fourteen issues, we developed fifty-nine Likert-like attitude statements. Each statement consisted of a normative resolution of an issue. For instance, the statement "Seniority in an administrative position should be the major determinant in deciding which principals to lay off" (a "pro-labor" statement), or "The decision to lay off principals should be made on the basis of work performance" ("pro-management") are both pertinent to the general issue of how school districts determine the laying off of middle administrators.

We thus measured managerial orientation by asking each administrator in the research sample to respond to the fifty-nine statements by indicating their level of agreement or disagreement on a five point scale with each statement.{24}

## The Independent Variables

1. **Collective Bargaining Variables:** The major independent variable in our model is the type of administrator unionization. This variable, as mentioned in the introduction, may be important in differentiating school administrators who identify with management from those who do not. The variable "unionization" has a number of components: First, does the administrator work in a district that has a recognized bargaining group for school mid-level administrators? If so, then perhaps the administrator has been placed in a situation of bargaining for salaries,

fringe benefits, due process protection, and other working conditions. If not, then perhaps the administrators "meet and confer" for salaries and other benefits, an arrangement by which principals meet informally to discuss their pay.

Second, local administrator groups may be affiliated with state and/or national organizations. Has the administrator, for example, joined the AFL-CIO through the American Federation of School Administrators (AFSA); the National Association of Elementary School Principals or the National Association of Secondary School Principals through its state organization; or the national superintendents' group, the American Association of School Administrators (AASA)? Certainly, membership in the superintendents' versus the AFL-CIO's organization should be an influencer of the managerial orientation of some principals and supervisors.

2. Personal Characteristics: It is important to attempt to control for other, extraneous effects that might influence managerial identification. For example, do years of administrative experience have any impact on managerial bias, particularly when considered along with rank in the hierarchy? One might make a case that a more experienced administrator, who is also higher up in the ranks, should be more managerially oriented, while a "young Turk" down in the system (as the assistant principal's spot, for example) might be more pro-labor in his/her reaction to the fourteen labor related issues mentioned above. Yet, one might also

expect that a slightly older administrator, who has been passed over for promotion, might become more militant and independent in his/her reaction to top management.

Perhaps, too, years of graduate education might be important as an explanation for an administrator's managerial orientation. We expect that the more graduate courses in school administration and leadership a respondent had completed (as reflected in her/his level of graduate training), the more "managerial" the person might be. Though little is known about the impact of graduate study on administrator attitudes,[25] we might safely assume that most masters and doctoral programs in school administration tend to be strongly "managerial" in orientation (few professors of school administration instruct their students, for example, to unionize against their bosses).

3. Environmental Forces: Finally, it is important to control for characteristics of the setting in which administrators are employed. We include four measures of the nature of local districts as possible influencers of managerial orientation as follows: (1) district size, (2) urbanization level, (3) expenditure per pupil, and (4) perceived local labor union influence.[26] These variables were included in the model for the following reasons. First, large, urban districts may cause the supervisor-management relationships to be negatively biased toward management, or perhaps positively biased. For, if a

large, urban district has a complex hierarchical system of control, school supervisors may have more subordinates and accordingly be more managerially responsible and more managerially oriented. Or, the very existence of extensive bureaucratization in urban school districts may so alienate and isolate middle-level administrators that collective bargaining and pro-labor attitudes emerge.{27} Certainly, we would intuitively assume that unionization was an urban, rather than a rural or suburban, phenomenon.

Second, expenditures for education may have an effect on administrator unionization, though the exact nature of that relationship is not clear. Perhaps, perception of a low tax base and low per pupil expenditure, relative to other districts, may impede unionization, since there is little money to bargain for. Or, perhaps, low expenditures and pay may so infuriate administrators that collective negotiations is deemed necessary. High per pupil levels, on the other hand, may provide a much wanted prize and stimulate union behavior.

Finally, we controlled for the general labor relations milieu in the community on the assumption that school administrators were more likely to organize unions in settings with active labor groups and less likely to in pro-management communities. Would, for example, school administrators be more managerially oriented in districts with strong managerial and professional constituencies?{28}

Conversely, if the local district had pervasive blue collar, union activities (and even a few unionists on the school board), would one not expect administrators to feel more closely aligned with labor?

## The Questionnaire, Sample, and Population

The survey questionnaire included the fifty-nine managerial orientation scale (MOS) statements and twenty-two items pertaining to the several independent and control variables outlined in the preceding section.

The population of interest was all school administrators and supervisors in the jurisdiction of the New Jersey Public Employer-Employee Relations Act.{29} These include all administrators with the rank and/or certification of superintendent of schools, assistant superintendent, principal, assistant principal, and specialist supervisor. All these administrators come under a single state law, the same rulings of the state courts, and the Public Employment Relations Commission, and the same state personnel policies. Hence, we can assume that they are being influenced by a somewhat similar legal and regulatory environment.{30}

A random sample of 925 school administrators was obtained from the total membership lists of the three relevant associations in the state. The sample included 350 members of the AFL-CIO affiliated New Jersey Council of the American Federation of School Administrators (AFSA); 475

members of the New Jersey Principal and Supervisor Associations (called hereafter the PSA); and 100 participants in the New Jersey Association of School Administrators (called the superintendents association). We had full support of the three state groups -- AFSA, PSA, and the superintendents association -- in obtaining the randomly selected mailing lists, cover letters, and announcements in the state newsletters. However, we made it clear that the research was being done by independent university researchers and that anonymity of responses would be guaranteed. While it is possible that some bias was introduced by the endorsement of state associations, we were careful to indicate that we, not the organizations, were doing the study.

The questionnaires were mailed to the sampled members of the three organizations in November 1980. A follow-up mailing was conducted in December and January. Responses were received from 483 of the 925 questionnaires distributed -- thus attaining an overall response rate of 52 percent. This included 56 responses (56 percent) from the superintendents association; 277 responses (58 percent) from the Principal and Supervisor Associations (PSA), and 43 percent from AFSA. However, because 80 administrators failed to provide answers to all 59 attitude statements, the number of useable questionnaires was reduced to 403 (44 percent) which included 49 (49 percent) superintendents, 232 (49 percent)

PSA, and 122 (35 percent) AFSA. Finally, a small number of respondents failed to answer all 22 items pertaining to the independent variables, thus further reducing the number of observations to be used in the analysis.

Examination of the incomplete questionnaires yielded no evidence that they were systematic as to any variables such as respondent rank, location, collective bargaining status, group membership, or any particular attitude statement. It is therefore probable that no significant bias resulted from the elimination of incomplete questionnaires.

## Analysis

The analysis was conducted in three parts. First, differences among organizations (AFSA, PSA, and superintendents) were assessed by comparing percentages of agreement and disagreement registered by each group for individual attitude statements.

Second, item analysis was applied to the fifty-nine attitude statements in order to develop the management orientation Scale to measure the respondents' overall managerial orientation.{31} For each respondent, the total score on the MOS provided an aggregate indicator. Further, we performed item analysis on ninety of the 403 randomly selected questionnaires in order to ascertain the level of significance of each of the 59 completed items. Subsequent analysis that used the MOS excluded these ninety respondents who were used to develop the scale.

Third, regression analysis was employed to examine the relationship between MOS and several independent variables defined above.

## Results

### Differences on Managerial Issues

If the management team were that cohesive unit that some presume, the statistical differences among administrator's attitudes on managerial issues would be small. Yet, when sample respondents are categorized into four groups by affiliation and bargaining status for analysis -- (1) AFSA members, (2) PSA members who bargain collectively, (3) PSA members who do not bargain, and (4) members of the state superintendents association -- strong and significant differences in managerial attitudes appear.

One indication of the differences is the aggregate score on the MOS.[32] The AFSA total score out of possible 236 was a low 64.22 for an average per item response of 1.09 out of a possible 4.0, indicating a strong "pro-labor" stance. Bargaining members of the PSA were also low (77.35 total score with a 1.31 per item average). Non-bargaining PSA members totalled a more pro-managerial score of 91.79 (1.56 per item average), while the superintendents association respondents had a net score of 130.36 for a 2.21 per item average.{33}

Another sign of the strong internal differences within the administrative ranks is the differentiation among certain key issues in the MOS such as scope of bargaining for administrators, lay-offs and dismissal procedures for administrator, and grievance procedures. The results on these concerns shows that the four categories not only diverge overall, as the aggregate data above show, but they also are divided on key separate issues:

1. The scope of bargaining is a highly divisive issue, with pro-managerial respondents indicating a preference for narrow breadth of bargainable items, mainly salaries, while pro-labor raspondents desiring an unlimited scope in negotiations. For example, when asked to respond to the statement, "The scope of bargaining for principals and other supervisors should be restricted by state law to protect the prerogatives of the board and superintendent," 75 percent of the superintendents association agreed, while 82 percent of the AFSA and 66 percent of PSA disagreed. Also, in reaction to the statement, "Collective bargaining for principals and other supervisors should include all job-related issues of interest to either or both parties at the table," the superintendents membership disagreed with this unlimited scope by 53 percent and AFSA (with 98 percent) and PSA (by 88 percent) supported the statement.

2. The lay-off process for administrators was another divisive issue. A lay-off means removal for personnel or manpower reasons, not personal assessment of incompetence. The pro-labor position seemed to be in support of "seniority in an administrative position" being the major determinant of lay-offs, which the AFSA respondents supported by 75 percent, PSA by 65 percent, and the superintendents disagreed with by 57 percent. Similarly, when asked to react to the statement, "Lay-off procedures should be a bargainable item between school boards and principals and other supervisors," 79 percent of AFSA and 73 percent of PSA supported the contention, while the superintendents by 61 percent disagreed, favoring managerial control over lay-off procedures.

3. Dismissal, also, placed top and middle administrators on opposite sides of the issue. When asked to react to two items (the right of the superintendent to discharge administrators unilaterally, and access by dismissed administrators to an "impartial third party to reverse unwarranted discharges of principals or other supervisors"), the three categories of school administrators had very different views. The superintendents group (by 84 percent) wanted the superintendents to have the control to fire administrators. The PSA and AFSA respondents disagreed, by 52 and 90 percent respectively, both wanting some limits on the authority of the top executive to remove middle administrators.

4. The type of grievance procedures for the protection of school administrators was also a controversial issue for middle and top rank administrators. The superintendents association preferred "informal means . . . for settling differences between professional managers" by 68 percent, although the AFSA group by 67 percent and the PSA by 57 percent rejected the idea. But to the statement, "Principals should have access to a neutral third party for the settlement of grievances," AFSA and PSA supported the idea by 81 percent and 70 percent respectively. The superintendents rejected by 71 percent the notion of outside intervention by third party arbitrators of any kind. See Table 21.

## TABLE 21

## INTER-GROUP DIFFERENCES ON KEY DIVISIVE ISSUES

| Issue | AFSA | PSA | SUPTS. ASSOCIATION |
|---|---|---|---|
| **SCOPE OF BARGAINING:** | | | |
| 1. Bargaining scope restricted by law | 98%<br>(Pro-Labor) | 88%<br>(Pro-Labor) | 53%<br>(Pro-Magt.) |
| 2. Should include all issues of concern | 82%<br>(Pro-Labor) | 66%<br>(Pro-Labor) | 75%<br>(Pro-Magt.) |
| **LAY-OFF OF ADMINISTRATORS:** | | | |
| 3. Seniority as main principle for lay-off | 75%<br>(Pro-Labor) | 65%<br>(Pro-Labor) | 57%<br>(Pro-Magt.) |
| 4. Lay-off of admin. should be bargainable | 79%<br>(Pro-Labor) | 73%<br>(Pro-Labor) | 61%<br>(Pro-Magt.) |
| **DISMISSAL OF ADMINISTRATORS:** | | | |
| 5. Supt. has power to dismiss admin. | 56%<br>(Pro-Labor) | 52%<br>(Pro-Labor) | 84%<br>(Pro-Magt.) |
| 6. Use of third-party arbitrator on dismissal cases for administrators | 80%<br>(Pro-Labor) | 71%<br>(Pro-Labor) | 73%<br>(Pro-Magt.) |
| **GRIEVANCE PROCEDURES FOR ADMINISTRATORS:** | | | |
| 7. Use of informal processes | 67%<br>(Pro-Labor) | 56%<br>(Pro-Labor) | 67%<br>(Pro-Magt.) |
| 8. Third party as final step in grievance procedure. | 81%<br>(Pro-Labor) | 70%<br>(Pro-Labor) | 71%<br>(Pro-Magt.) |

## Issues of Managerial Consensus

While middle and top administrators tended to disagree among organizations on most issues, as demonstrated above, the picture is not so simple or consistent. On several philosophical concerns, principals reacted much like top managers, indicating perhaps the ambivalence of life in the middle ranks. When asked their attitudes, for example, on the statement, "The 'management team' concept is the most effective approach to administering the school district," all three groups responded managerially and positively -- supporting the team concept by 64 percent (AFSA members), 78 percent (PSA), and 90 percent (superintendents group). See Table 3.

Yet, in subsequent statements on the usefulness of "adversary relations" and "conflicts of interest" between superintendents and principals, the managerial consensus vanished and only 41 percent of the AFSA and 45 percent of PSA agreed with the superintendents who disliked "adversary relations" by 63 percent and "conflicts of interest" by 78 percent.

The issue of merit in school personnel relations also placed the PSA and AFSA respondents in the managerial camp. When asked whether pay increases should be determined in part by merit, 92 percent of the superintendents, 69 percent of the PSA, and 49 percent of the AFSA groups agreed, as shown in Table 3, items 4-6. "Promotion by merit" likewise

## TABLE 32

## MANAGERIAL ORIENTATION ON KEY CONSENSUS ISSUES

| | AFSA | | PSA | | Supt.'s ASSOCIATION | |
|---|---|---|---|---|---|---|
| **MANAGEMENT TEAM** | | | | | | |
| 1. "Management Team" is best approach. | Strong ProM* | 27% | Strong ProM | 39% | Strong ProM | 59% |
| | Mod. ProM | 37 | Mod. ProM | 39 | Mod. ProM | 31 |
| | Total | 64% | Total | 78% | Total | 90% |
| 2. Adversary relations are sometimes necessary. | Strong ProM | 13% | Strong ProM | 23% | Strong ProM | 45% |
| | Mod. ProM | 28 | Mod. ProM | 22 | Mod. ProM | 18 |
| | Total | 41% | Total | 45% | Total | 64% |
| | Strong ProL** | 16% | Strong ProL | 13% | | |
| | Mod. ProL | 29 | Mod. ProL | 27 | | |
| | Total | 45% | Total | 40% | | |
| 3. "Conflict of interest" is sometimes necessary. | Strong ProM | 13% | Strong ProM | 17% | Strong ProM | 37% |
| | Mod. ProM | 33 | Mod. ProM | 25 | Mod. ProM | 41 |
| | Total | 46% | Total | 42% | Total | 78% |
| | Strong ProL | 13% | Strong ProL | 10% | | |
| | Mod. ProL | 33 | Mod. ProL | 38 | | |
| | Total | 46% | Total | 48% | | |
| **MERIT PAY** | | | | | | |
| 4. Pay should be awarded on basis of merit. | Strong ProM | 16% | Strong ProM | 34% | Strong ProM | 59% |
| | Mod. ProM | 33 | Mod. ProM | 35 | Mod. ProM | 33 |
| | Total | 49% | Total | 69% | Total | 92% |
| | Strong ProL | 19% | | | | |
| | Mod. ProL | 20 | | | | |
| | Total | 39% | | | | |
| 5. Promotions within administrative ranks should be made on merit. | Strong ProM | 53% | Strong ProM | 64% | Strong ProM | 90% |
| | Mod. ProM | 30 | Mod. ProM | 25 | Mod. ProM | 8 |
| | Total | 83% | Total | 89% | Total | 98% |
| 6. Merit and performance should be the basis of layoffs. | Strong ProM | 15% | Strong ProM | 21% | Strong ProM | 51% |
| | Mod. ProM | 31 | Mod. ProM | 39 | Mod. ProM | 29 |
| | Total | 46% | Total | 60% | Total | 80% |
| | Strong ProL | 19% | | | | |
| | Mod. ProL | 26 | | | | |
| | Total | 45% | | | | |
| **CENTRALIZATION** | | | | | | |
| 7. Funds should be controlled from the central office. | Strong ProM | 14% | Strong ProM | 13% | Strong ProM | 18% |
| | Mod. ProM | 35 | Mod. ProM | 35 | Mod. ProM | 35 |
| | Total | 49% | Total | 48% | Total | 53% |
| | Strong ProL | 14% | | | | |
| | Mod. ProL | 31 | | | | |
| | Total | 45% | | | | |
| 8. Student discipline should be controlled procedurally from the central office. | Strong ProM | 50% | Strong ProM | 55% | Strong ProM | 53% |
| | Mod. ProM | 32 | Mod. ProM | 30 | Mod. ProM | 29 |
| | Total | 82% | Total | 85% | Total | 82% |

* ProM means Pro-Managerial.
** ProL means Pro-Labor.

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elicited consensus: 83 percent of AFSA, 89 percent of PSA, and 98 percent of superintendents concurred that administrators should be promoted according to the quality of their performance.

Third, when asked about the level of centralization, that is, the degree to which some particular decisions should be made by the superintendent, not the principal, again principals tended to agree with their superiors. Control of funds and major student discipline (such as expulsion rules for student infractions) were rightly the responsibility of the superintendents' office, according to this survey. According to Table 3 (item 8), making policies on "disciplining troublesome students" should be the superintendents' prerogative: AFSA by 82 percent; PSA by 85 percent; and superintendents association, 82 percent agreed. Central funding control, though less consensual and pro-managerial, was nonetheless deemed an appropriate task for the superintendents' level: agreed were the superintendents association (53 percent), PSA (46 percent), and AFSA (49 percent).

Thus, on the issues of the concept of the management team, merit as a basis for promotion, and centralized control over money and student personnel procedures, superintendents tended to agree. Perhaps, as professionals, middle-class supervisors, principals felt that they should uphold the concept of "management team," "merit," and "centralization" in the abstract, while rejecting the team on particular issues which affected the principals' jobs and livelihood such as lay-offs, transfer, scope of bargaining, and dismissals.

## Issues of Managerial Ambivalence

While most issues clearly divide middle and top administrators, and while a few seem to engender a consensus around key concepts, two minor issues seemed so mixed as to be unclear but important: (1) the appropriate state and national group to represent school administrators effectively and (2) the correct actions of building principals during a teachers' strike.

1. The affiliation of school administrators divided and unified survey respondents. When asked which group was best able to represent the interests of school administrators in state capitals and Washington, D.C., each sample group supported its own association. For example, 79 percent of AFSA members agreed that principals should be affiliated with state labor groups "to enhance their power and lobbying influence," while 46 percent of PSA and 69 percent of the superintendents association its own association. For example, 79 percent of AFSA members agreed that principals should be affiliated with state labor groups "to enhance their power and lobbying influence," while 46 percent of PSA and 69 percent of the superintendents association rejected that assertion. But, when asked to respond to the statement that the American Association of School Administrators

(AASA), the national superintendents group, represented the needs of all school administrators, 60 percent of the superintendents agreed, but both the AFSA members by 55 percent and the PSA by 65 percent disagreed.

But, that is not to say that the superintendents group disliked the principals' having their own strong, independent state association or union. Here the inconsistency appeared: 73 percent of the superintendents group supported the need of principals for their own state and national political group.

2. When teachers strike, what should be the appropriate role of principals and other supervisors? Should middle administrators cooperate with the superintendent, function as teachers to keep school open, assist with the hiring of substitutes to attempt to break the strike, deliver court ordered injunctions to teachers ordering them back to work, and maintain the right as principals to close their buildings should safety become a factor?

On the general issue of overall cooperation, all three groups tended to agree with a pro-managerial stance: 85 percent of superintendents and 78 percent of PSA agreed, while only 46 percent of AFSA concurred. On principals filling in for teachers during a walkout, the groups divided along union-management lines, with superintendents group respondents supporting the tactic by 94 percent, 53 percent of PSA concurring -- but 58 percent of AFSA resisting the practice. Likewise, the AFSA group did not support the hiring of substitutes to break the teachers' strike by 62 percent (disagreed); however, 53 percent of PSA and 49 percent of superintendents were in favor.

On the issues of using principals as process servers for back-to-work injunctions and permitting administrators the authority to close their buildings when "they cannot guarantee the safety of staff members and students during a strike," all three sample groups held similar, pro-labor positions. Some 92 percent of AFSA, 89 percent of PSA, and 77 percent of superintendents preferred not to use principals as process servers to teachers. On the right to close buildings (and thus perhaps to help the striking teachers), 97 percent of AFSA, 89 percent of PSA, and 57 percent of superintendents agreed that such discretion was appropriate.

In summary, by far the majority of items divided middle and top echelons, throwing some doubt on the solidarity and even existence of the management team concept. On more philosophical issues, like merit and the need for teamwork, some managerial consensus arose. On a few issues, AFSA and PSA became somewhat managerial; on other issues the superintendents agreed with the more labor-oriented administrators. Finally, affiliation and strike behavior showed and underlying ambivalence among school administrators or at least a willingness to grant the other party the right to exist. Superintendents, for example, felt that a strong principals association was appropriate.

Besides a comparison of responses to attitude statements, analyzed by group membership, we can also relate the overall scores on the MOS to particular independent variable. This following section uses regression analysis to study the correlation between managerial orientation and affiliation, bargaining, and other district and personal characteristics.

## The Attitude Scale

Item analysis resulted in the selection of forty-four attitude statements (out of the original fifty-nine) to include in the Management Orientation Scale (MOS). The analysis indicated that these forty-four items consistently worked together to distinguish between the highest and lowest scoring administrators among the 90 respondents used in developing the scaling procedure. Thus, if an individual respondent agrees with the managerial (or labor) view on any one of the 44 items, there is a high probability that she/he will agree with that view on the remaining 43 statements.

We tested the reliability of the scale in discriminating between high, or a "pro-managerial" orientation, and a low, "pro-labor" score by calculating Cronback's alpha reliability coefficient.{34} This test was applied to the responses of the 313 administrators, yielding an alpha reliability coefficient of .904, indicating very high levels of reliability.

Evidence of the validity of the MOS is provided by the fact that administrators of high managerial rank, that is, the superintendents, consistently scored higher and more managerially than did administrators of lower rank. (The superintendents' overall average was 130.4 while principals overall scored 80.0, though various associational members, such as the AFSA, scored even lower.)

## Regression Analysis

Regression analysis was used to assess the relationship between administrator attitudes as measured by the MOS and these independent variables: unionization, job rank, years of experience, years of graduate education, perceived local labor influence, urbanization, perceived per pupil expenditure in local districts, and number of students enrolled in the school district.{35} We used two equations to analyze the variables.

As shown in Table 12, we found highly significant coefficients on four key variables. Relative to being a member of the superintendents association, membership in AFSA or PSA resulted in a substantial reduction in MOS scores (that is, 48.45 and 40.50 points respectively), when all other variables were held constant. Second, administrators who have received collective bargaining representation scored considerably lower on the MOS than did non-bargaining respondents (15.76 points). Third, years of experience as an administrator diminished the management orientation of administrators by .52 points per year of administrative experience. Finally, those administrators who perceived that a union official would likely be elected or appointed to the local school board also scored significantly lower on the MOS. The coefficients on job rank, urban setting, perceived per pupil expenditure, and district size did not attain satisfactory levels of statistical significance.

TABLE 42

## REGRESSION ANALYSIS OF THE RELATIONSHIP BETWEEN MANAGERIAL ORIENTATION SCORES AND KEY INDEPENDENT VARIABLES (N=29

| Variable | Regression Coefficient | Standard Error | Sig |
|---|---|---|---|
| UNION MEMBERSHIP | | | |
| AFSA Membership (AFL-CIO) | -48.45 | 6.65 | .0 |
| Principal and Superv. Associations (PSA) Membership | -40.50 | 6.43 | .0 |
| COLLECTIVE BARGAINING for Administrators | -15.76 | 3.32 | .0 |
| JOB AND PERSONAL CHARACTERISTICS | | | |
| RANK Assistant Principal | -13.93 | 8.17 | .0 |
| Principal | -3.94 | 8.12 | .6 |
| Assistant Central Office Supervisor | -6.09 | 7.11 | .3 |
| Years as an administrator | -.52 | .19 | .00 |
| Years of Graduate School Training | .93 | 1.43 | .5 |
| DISTRICT CHARACTERISTICS | | | |
| Local Labor Influence | -2.71 | 1.00 | .00 |
| Urban Setting | -2.14 | 4.17 | .60 |
| Per Pupil Expenditure | 1.62 | 1.74 | .57 |
| Size of School District (no. of pupils) | -4.7 | .00 | .57 |

$r^2 = .516$, $F=23.56$, $p < .0001$

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## TABLE $3

## REGRESSION ANALYSIS OF THE COMBINED EFFECTS OF RANK AND JOB EXPERIENCE ON SCHOOL ADMINISTRATOR MANAGEMENT ORIENTATION (N=29

| Variable | Regression Coefficient | Standard Error | Signi Lev |
|---|---|---|---|
| UNION MEMBERSHIP: | | | |
| AFSA (AFL-CIO) Membership | -48.94 | 5.01 | .0001 |
| PSA Membership | -41.15 | 4.35 | .0001 |
| COLLECTIVE BARGAINING for Administrators | -16.03 | 3.29 | .0001 |
| JOB and PERSONAL CHARACTERISTICS: | | | |
| Rank with Years of Administrative Experience | | | |
| Assist. Principal/Years of Exper. | -1.09 | .31 | .0005 |
| Principal/Years of Experience | -1.29 | .18 | .19 |
| Assist. Central Office Supervisor/ Years of Experience | .48 | .24 | .04 |
| Years of Graduate School Training | .99 | 1.43 | .48 |
| DISTRICT CHARACTERISTICS: | | | |
| Local Labor Influence | 2.59 | .99 | .0009 |
| Urban Setting | -.25 | 4.16 | .80 |
| Per Pupil Expenditure | 1.27 | 1.17 | .46 |
| Size of District (no. of pupils) | 6.57 | .00 | .43 |

$r^2$ = .515, F=25.75, p <.0001

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As shown in Table 13, we interacted job rank and years of administrative experience in order to test for their combined effect on managerial orientation. This interaction produced a highly significant negative coefficient, indicating that administrators who have spent more years as an assistant principal or an assistant central office supervisor tended to score lower on the MOS. (The coefficients for union membership, collective bargaining, and perceived labor influence retained their significance in this equation; however, the other variables remained insignificant.) Overall, both equations attained high levels of statistical significance and explained about 51 percent of the variance in managerial orientation.

## Discussion

The purpose of this research was to determine whether the level of administrator agreement with the anticipated managerial position is related to aspects of unionization and several other occupational and district variables. First, there is clear evidence that union membership and collective bargaining among school middle administrators and supervisors are strongly related to the level of agreement with top management on key issues.

The conclusions from this research are three. First, on the vast majority of issues, the "management team" was divided, with lower level, bargaining, and union affiliated administrators being more pro-labor (scoring lower) than their higher echelon, non-bargaining colleagues in the PSA and superintendents group. While it is true that there was some blurring of the distinctions between lower- and upper-tier administrators over philosophical issues, by and large the inter-associational differences recorded in this study were stable and highly significant.

Second, the regression analysis showed that besides organizational affiliation, other variables were also important in explaining the reduction in managerial orientation, including job rank, years of experience, and perceived union influence. The lower down the hierarchy and the longer the service, the higher the level of labor attitudes. It would appear, then, that the concept of the management team is less effective with assistant-middle administrators than their supervisors. Perhaps these assistants feel even less involved in school decision-making and control than principals, who at least control their school buildings to some extent. Also, we found that communities with perceived labor influence were more conducive to pro-labor orientations than management districts. Thus, unionization in the environment seems to support collective bargaining among other employees, including school administrators.

Third, it is clear that school administrators at all levels, even in the AFSA and PSA, are still supportive of some managerial concerns. Our research indicates strong agreement with the notion of merit in promotion, transferral, and removal of middle administrators. Further, when asked about the "management team"" specifically, many administrators registered support of the concept. Hence, while the team may be near death operationally, and particularly when dealing with basic occupational concerns of mid-rank administrators, the belief in being part of a leadership system remains very much alive.

It should be kept in mind, however, that our research to date is limited. New Jersey is but one state; additional research in other states with similar and different union, urban, and regional characteristics is necessary to test these findings and refine the MOS. Second, causation cannot be derived from cross-sectional data. Perhaps, differences in managerial orientation are both a cause and and effect of collective bargaining among administrators. Perhaps a pre-existing labor sympathy leads to unionization; or unionization itself influences the way administrators feel about their jobs -- and collective bargaining is but one of numerous results. Do administrators join a bargaining group already pro-labor? Or do they become more pro-labor over the years? Under what conditions do moves toward or away from a labor orientation occur? We know from this study that collective bargaining, as well as other related variables, have some separate effect, when other conditions are held constant.

Nevertheless, the results of this study suggest that school managers and policy makers should alter their beliefs and practices. Superintendents can no longer blithely assume that the "management team" exists. Instead, school executives must acknowledge that some intra-organizational conflict will emerge as middle administrators act in their own self-interest.{36} Given the number of divisive issues we noted in this study, some increase must occur in collective action and bi-lateral decision-making, even within the administrative team.

While it is true that many superintendents have already learned to bargain, to operate within contractual guidelines, and to accede to grievance procedures in dealing with their administrators, many still maintain the primacy of the management team and deem themselves failures when their mid-rank administrators take a more independent tack. Such collective action can hardly be avoided, given the depth of the inherent differences between middle and top administrators. Also, superintendents should not overreact; administrators still believe in teamwork, in merit as the basis for many actions (like promotion and transfer), as long as the perceived rights of administrators are protected. If these findings appear a bit contradictory, they probably represent the ambiguity of "life in the middle," life as both an "employee" and a "manager."

For principals and other supervisors, the days of comfortable acceptance of top managerial directives and control appear over. Instead, middle administrators seem to have strong differences with their bosses over certain fundamental issues: --how the personnel function should be run. If there is discomfort, even conflict, such changes in the relationship between top and middle administration are probably inevitable and overdue -- given the differences in status, power, and attitude that exist between principals and superintendents.

It is important, then, to understand the impact of collective bargaining on the professional psyche of school administrators and supervisors. Surely the changes in identification with management on many critical issues indicate the depth of revolution that has occurred in school management in recent years. On balance, it is clear that principals no longer want to be ignored, taken for granted in the internal operation of the schools. Collective bargaining and a new pro-labor outlook are part of the new public persona of an increasing number of such supervisors. Yet, these data also show a prevailing desire among many middle-level administrators to be cooperative, effective members of the administrative team. This ambivalence of life in the middle has not been eliminated by joining the labor movement; perhaps for some, it has only been exacerbated.

Hence, the unionization of school administrators has not only influenced the way schools are run (the way decisions are made, resources allocated, and the actors involved) but also the occupational outlook of administrators. It has definitely made them less managerial in outlook, though the desire and impulse to be part of the managerial system remains present and strong.

# NOTES (Chapter VI)

[1] Interview with Nicholas Neuhaus and Ted Elsberg, September 1982.

[2] Interview with high school principal, Philadelphia, May 1978.

[3] Bacharach and Lawler, POWER AND POLITICS IN ORGANIZATIONS, p. 8.

[4] For a full discussion of the ethics of the right to strike, see Robert B. Fowler, "Public Employees Strikes and Political Theory," in COLLECTIVE BARGAINING IN GOVERNMENT, pp. 291-96; Neil W. Chambers and James W. Kuhn, COLLECTIVE BARGAINING, 2nd edition (New York: McGraw-Hill, 1965), p. 149ff; Myron Roomkin, "Union Structure, Internal Controls and Strike Activity," INDUSTRIAL AND LABOR RELATIONS REVIEW (1972), pp. 198-214.

[5] Some confusion may arise as to the correct title for the CSA. From its inception in 1964 until its joining the AFL-CIO, CSA stood for the Council of Supervisory Associations. At the point of joining, the letters came to stand for Council of Supervisors and Administrators. The reason for the change was the subtle difference between a "council of associations" and a "council of administrators and supervisors." The union preferred the notion of a unified council, not a council of other groups.

[6] For a detailed analysis of the strikes in New York City, see Diane Ravitch, THE GREAT SCHOOL WARS: NEW YORK CITY, 1805-1973 (New York: Basic Books, 1974); Miriam Wasserman, THE SCHOOL FIX, NYC, USA (New York: Outerbridge and Dienstfrey, 1970).

[7] Open Letter to Mayor John Lindsay from CSA, September 21, 1968.

[8] News Release from the Council of Supervisory Assocations, New York City, September 39, 1968.

[9] Public Circular, no date.

[10] *Ibid*.

[11] Flyer entitled: "Why Don't You Tell the Truth, Mr. McCoy," distributed by the Council of Supervisory Associations, no date.

[12] News Release, Black School Supervisors and Administrators, September 17, 1968, New York City.

[13] Minutes of the CSA Meeting, Novermber 17, 1968.

[14] CSA NEWSLETTER, September 16, 1975.

[15] Robert Duncan, "New Wine in New Bottles: The Administrative Team Revisited," PLANNING AND CHANGING, Vol. 7 (Summer 1976), pp. 35-44; Buckeye Association of School Administrators, THE MANAGEMENT TEAM: A RECOMMENDED APPROACH FOR OPERATING OHIO'S SCHOOLS (Columbus, Ohio: the Association, 1978).

[16] Harold J. McNally, "The Administrative Team: A Matter of Trust," NATIONAL ELEMENTARY PRINCIPAL, Vol. 53 (November-December 1973), pp. 22-23.

[17] Hanson, EDUCATIONAL ADMINISTRATION AND ORGANIZATIONAL BEHAVIOR, p. 267.

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[18] Salmon, "Are the Administrative Team and Collective Bargaining Compatible?" COMPACT, Vol. 12 (June 1972), p. 3.

[19] Ibid.

[20] Samuel Backarach and Edward J. Lawler, POWER AND POLITICS IN ORGANIZATIONS, pp. 1-9.

[21] Ibid.

[22] The statistical data were gathered and analyzed with the assistance of Kent F. Murrmann, Virginia Polytechnical Institute. See Kent F. Murrmann and Bruce S. Cooper, "Attitudes of Professionals Toward Arbitration: The Case of Unionized School Administrators," JOURNAL OF ARBITRATION, Vol. 56 (Fall 1982); Kent F. Murrmann and Bruce S. Cooper, "Unionization and Its Impact on the Outlooks of School Administrators and Superintendents," JOURNAL OF COLLECTIVE BARGAINING IN THE PUBLIC SECTOR (forthcoming); and Bruce S. Cooper and Kent F. Murrmann, "Management Identification and the Unionization of School Administrators," ADMINISTRATOR'S NOTEBOOK, Vol. XXX, 1982, No. 1.

[23] To avoid test bias, that is, the unwillingness of some respondents to agree or disagree repeatedly with research items, the number of pro-management and pro-labor states were balanced. These ranged from "Strongly Agree" to "Strongly Disagree" on a five point scale.

[24] See Neal Gross and Robert Herriot, STAFF LEADERSHIP IN AMERICAN SCHOOLS (New York: Wiley, 1965) for a treatment of education and perceptions of staff leadership.

[25] We measured (1) district size by calculating the number of

pupils enrolled in the fall of 1980. (2) Urbanization as a variable was measured in two categories: "urban" versus "non-urban. (3) Perceived per pupil expenditure was measured by asking respondents to indicate their district's per pupil expenditure relative to other New Jersey districts as "above the average for the state," "at the average," or "below." (4) Perceived union influence in the local community was measured by asking respondents to indicate the likelihood that a union official would be elected or appointed to a local board of education (on a five-point scale ranging from "Very Likely" to "Very Unlikely." We opted to measure expenditure levels and union influence through the perceptions of respondents, rather than objective data, because personal perceptions are more relevant to attitude formation.

[26] See Paul Berg, "The Impact of Collective Bargaining Upon the Principal," ADMINISTRATOR'S NOTEBOOK, Vol. 12, No. 9, 1973, pp. 1-4.

[27] David Minar, "Community Basis of Conflict in Suburban School Politics," AMERICAN SOCIOLOGICAL REVIEW, Vol. 31 (1966), pp. 822-835.

[28] See the Statutes of New Jersey, the New Jersey Public Employee Relations Act, c. 303, 1968 N.J. Laws 891. Amended by c. 123, 1974 N.J. Laws 569 and by c. 85, 1977 N.J. Laws.

[29] For a discussion of the New Jersey law and its implementation, see J.W. Mustriani, "The Public Employee Relations

Commission, EDUCATIONAL VIEWPOINTS, Spring 1981, pp. 11-13.

[30] Refer to Allen L. Edwards, TECHNIQUES OF ATTITUDE SCALE CONSTRUCTION (New York: Appleton-Century-Crofts, 1957), pp. 149-170 for a concise description and evaluation of the method used.

[31] If a respondent were totally or perfectly managerial in orientation, then his/her total score would be 236 points (that is 4 points times the 59 items); conversely, if complete labor orientation or identification were in evidence, the score might be 0 points (or 0 times the 59 items).

[32] A t test of intergroup or inter-categorical differences was run. All differences among groups were significant at the .002 level. Thus, even within the same organization, the PSA, those who bargain were markedly different from those non-bargaining members of the Principal and Supervisor Association.

[33] See David A. Specht and Mina Hohlen, SPSS RELIABILITY SUB-PROGRAM FOR ITEM AND SCALE ANALYSIS (Northwestern University, May 1976).

[34] In this equation, we specified union membership as two dummy variables (membership in AFSA and membership in PSA). We made membership in the superintendents association the reference group by excluding it from the equation. Collective bargaining was also specified as a dummy variable between bargaining and non-bargaining administrators. Job rank was specified as three dummy variables: Assistant Principal, Principal and Assistant Central Office Supervisor. These three variables

and assistant superintendents. Years of graduate school training and numbers of pupils in the district were both continuous variables. Perceived labor influence was specified on a five-point scale, 0 to 4, indicating the likelihood that a union official would be elected/appointed to the local board of education. Urban setting was a dummy variable between urban and other. Perceived per pupil expenditure was specified as a dummy variable between "below average" in reference to "average" and "above average."

[35] See Bacharach and Lawler, POWER AND POLITICS IN ORGANIZATIONS.

# CHAPTER VII

# THE FUTURE OF SCHOOL ADMINISTRATOR COLLECTIVE BARGAINING

## Introduction

The future of unionization for school administrators, and other public sector supervisors, is not altogether clear. It appears at this juncture that three distinct paths are possible.

1. *A National Law Protecting the Right of Public Sector Supervisors to Bargaining*. To date, no federal law governs labor relations for state, county, municipal, and school employees; such policies are set by state governments. Were the Congress to enact a National Public Employment Relations Act (NPERA), the option would be available to follow the lead of the twenty-one states which have clauses permitting supervisors to unionize.

2. *A National Law Denying the Right of Supervisors to Bargain*. Should Congress act, it could follow the precedent of the Taft-Hartley Act of 1947 and exclude public supervisors from the coverage of the law. Not only would this option be in keeping with the intent of the private sector law, Taft-Hartley, it would also be consistent with policies governing labor relations for federal employees (President Ford's Executive Order 11838). This is also the practice currently followed by several states including

Delaware, Oregon, and Rhode Island. In those states the laws have (despite the possiblity of voluntary bargaining) "resulted in a labor relations environment almost devoid of effective supervisor collective bargaining activity (1)."

3. A State-by-State Approach, in the Absence of Federal Action. This option is essentially the status quo, a situation in which each state sets its own course. This approach is based on the belief that the regulation of public employees is within the legitimate domain of each state. The educational system is, after all, already shaped primarily by state and local action. Here the argument for federalism-- that the states ought to be permitted to respond to local needs-- is often cited as justification.

Obviously within the state-by-state option, a variety of statutes have and will emerge. These approaches can range from a total ban on all collective bargaining for all employees, including supervisors, to universal rights to unionize for all state, county, and local personnel, supervisors included. Here each state sets its own course, writing its own laws, perhaps setting up a public employment relations board/commission, interpreting and changing its policies. As we have seen, such bodies may be particularly significant in deciding the bargaining fate of educational supervisors when the laws on the subject are vague.

Each option has its supporters and detractors; each viewpoint can muster a set of conflicting legal, intellectual, and ideological arguments. Debates in Congress, the halls of state legislature, and local boards of education often have used a combination of the following rationales, determining the status of public supervisors.

## Federal Action

For the last five terms, bills have been introduced in Congress to provide bargaining rights to public employees. While none has passed (or come close to a vote), a federal role in labor relations remains a real possibility. Here are some bills and proposals that reflect the diversity of suggested approaches for a federal role with respect to supervisory bargaining in the public sector.

1. Extend the National Labor Relations Act to public employees. H.R. 77, "Public Employment Labor Relations Act," was introduced in 1975 (as H.R. 77) and reintroduced in 1976 as H.R. 777. It was short and to the point; extending "to employees and employers in the public sector the same rights, privileges, obligations, protections, and prohibitions that now exist in the private sector (2)." In so doing, the federal government would put state and local government employees, including supervisors, under the Taft-Hartley law, one which denies the right to bargain to industrial supervisors.

In a single move, H.R. 777 or similar proposals would remove protection from the police, fire, government, and educational supervisors who are currently negotiating with their managers. This position would undoubtedly be upheld by the National Labor Relations Board (NLRB), the group responsible for upholding the denial of a right to bargain to foremen and other "managerial" employee (see *Bell Aerospace v. NLRB*). In a sense, the entire public sector labor relations system would be shifted to the private sector controls: the same laws, the same court precedents, the same regulatory agency (NLRB), and same expectations.

*A Rationale*. This approach--applying private sector labor relations to the public sector--has received some support among scholars. Perhaps the most cogent argument has been advanced by Hayford and Sinicropi (3) and rests on three major points:

1. Current regulations are confusing and conflicting, often producing a "patchquilt of state laws, Governor's executive orders, Attorney General opinions (4)," and should be overridden by a pre-emptive federal law.

2. The precedents now exist both in federal and private employment to exclude supervisory personnel.

3. Should the public sector supervisor be granted the statutory right to bargain, pressure will mount to change the laws governing private and federal

sector labor relations. A kind of domino theory.(5)

In effect, Hayford and Sinicropi argue against bargaining for supervisory personnel in the public domain because, in summary, the current set of state laws are confusing (at least when compared to one another); the precedent against supervisory unionization has already been set in the private sector; and there might be spillover from public into private employment.

These scholars go on to outline the possible detrimental results of supervisory unionization, though their data did not include school administrators and supervisors. These include the influence on grievance administration, management centralization, and the dividing of the workforce.

## Grievance Administration

Here Hayford and Sinicropi argue that if supervisors engage in collective bargaining, they will find themselves in a conflict of interest when called upon to represent the mangement viewpoint. For, in administering the contract and particularly when labor files a grievance against management, supervisors are often the first group against whom employees direct their grievances.

In effect, then, permitting supervisors to unionize jeopardizes, according to this argument, the entire managerial system, of which first-line supervisors are a vital part. Hayford and Sinicropi state:

> Given this framework, it becomes apparent that the integrity of the management and the control of the administrative decisionmaking apparatus depend to a great extent on how well the first-level supervisors are integrated in the management structure. Upper levels of management must give first-level supervisors the kinds of tasks and responsibilities that demonstrate that a high degree of confidence has been placed in them. To do so is to assist in role identification and give definition and predictability to the expectations of all management personnel . (6)

## Centralization of Management

As public organizations become larger and more complex, the importance of centralized control increases. They argue that the role of the supervisor becomes vital to the operation of the system; if these administrators have a divided allegience, they will be less likely to support central management and the system will come apart. Without the undivided loyalty of top management and middle management, the probability of "organizational communication failure and the resultant loss of efficience and lowering of morale become insurmountable (7)."

## Bifurcation of the Workforce

Finally, collective bargaining divides ("bifurcates," to use Hayford and Sinicropi's term) the work force. Since union-management relations are adversarial, supervisors "must ultimately choose to be on one side or the other in their struggle for resource determination, and, indeed the choice is painful (8)." By becoming negotiators, themselves, supervisors would further fracture the cohesion of the management system while still not finding a comfortable place in the organization.

These, then, are a set of rationales for denying public supervisors the right to bargain; hence, these arguments could be mustered to support a H.B. 777-approach to pull school and other middle-level out from under the legal protection of various proposals for federally defined bargaining rights for public employees. Such a move would lead to the death of the nascent public supervisory bargaining movement in much the same way as Taft-Hartley stopped the developing unionization of shop foremen in the late 1940's.

2. Create a new federal collective bargaining structure parallel to, but separate from, the NLRA for public employees. Another federal possibility is represented by H.R. 8677 (introduced in 1974), a bill to establish a nationwide right of employees in the public sector to bargain. It would set these rights in a fashion distinct from the National Labor Relations Act's treatment of the same rights in the private sector.

Under such a statute, public employees would gain sets of procedures for representation elections, for determining unfair labor charges, and requiring negotiations on all terms and conditions of employment." That is, the House subcommitte continues, .

> It guarantees the rights of employees to organize and bargain collectively, and authorizes union security agreements and dues check-off. It also provides impasse procedures involving mediation and factfinding. (9)

Also, under this proposed law, a National Public Employment Relations Commission (N-PERC) would be appointed by the President to preside over cases of unfair labor practices, local labor elections and so forth, much as the NLRB does in the private sector.

In the section of H.R. 8677 establishing the duties of the NPERC, the statue explicitly protects the rights of supervisors in state, county, and local public employment. It particular, the bill would permit supervisors to join the rank-and-file unions (of firefighters, patrolmen, office workers or teachers) or to form separate unions of their own, as determined by NPERC:

> In each case where the appropriateness of the claim is at issue, the Commission shall decide the question on the basis of the community of interest among their employees, their wishes, and/or their established practices . . .: Provided, That--
>
> (1) except in regards to firefighters, educational employees, and public safety

> officers, a unit shall not be considered appropriate if it includes both supervisors and nonsupervisors; [unless] . . . a majority of the employees in each category [workers and supervisors] indicate by vote or other credible evidence that they desire to be included in such a common or mixed unit. (10)

This legislation is a good example of the bills favored by such national groups as the AFL-CIO. It would allow the current practice of separate units for school supervisors to exist alongside "mixed" unions preferred by the patrolmen and fire fighters, ones in which captains, lieutenants, and sergeants participate in the same union as the rank-and-file.

In the future, as new laws creating separate bargaining systems for public employees are introduced, the issue of mixed versus separate negotiating groups for public personnel has the potential to divide the labor movement. Some policy-makers might argue that placing supervisors into the same unions as the men and women they oversee creates serious conflicts of interests; others may contend that "there is a strong community of interest between supervisors and their subordinates" and that a number of comprehensive state public employees statutes make no distinction between supervisors and rank-and-file employees (11)." Hence, they might argue, mixed bargaining units of employees and supervisors is not dangerous to the productive work of the unit. The most dramatic case for solidarity is that made for fire fighters, both the rank and file and their immediate supervisors (sergeants and lieutenants) share in the same tasks, dangers, and life expectancy, so why should they not also be in the same union?

## Rationale

The argument seems to rest on the role of supervisor in the public versus the private sector. In industry, raw efficiency seems to be the driving force; the role of supervisors, then, is to get as much work out of their workers with a modicum of interference and delay. The supervisory task in many public sector jobs-- such as those in education-- is different. Often the supervisor is out of direct contact with the supervised (teachers) as they are doing their jobs. Insofar as a measure of control is exerted, it must be indirect. The comparison between industry and education yields further differences; there is less specification of what the supervisor is supposed to compel the supervised to do and less agreement on the measures of how how well the supervisor has done his/her job. An educational supervisor is simply not analogous to a foreman in how the can supervise, who they supervise and in what they are supposed to produce.

Furthermore, Hayford and Sinicropi--who do not favor bargaining for supervisors in the public sector--explain that many supervisory positions in government are not really supervisory: that these individuals do not have the requisite authority to recommend decisively on the promotion, firing, and transfer of their subordinates. If a supervisor is not found (in an analysis of his/her job) to be a bona fide supervisors, according to the Hayford-Sinicropi argument, then they might be permitted to bargain while their "real" supervisory colleagues would not. Such a distinction may be fine in theory, but how could one always tell whether one principal was performing bona fide supervisory work and others not? And what is bona fide supervisory work anyhow? There is enough problem telling "managerial" functions from "supervisory" ones; now, Hayford and Sinicropi maintain that further distinctions must be made between real and false supervisors. We would be called upon under the plan to make the following determinations:

1. IS A PRINCIPAL MANAGERIAL? Principals who perform such jobs as setting districtwide policy or who bargain for the school board against teachers would be deemed "managerial" and would be excluded from all bargaining.

2. IS THE PRINCIPAL A BONA FIDE SUPERVISOR? Principals who truly have the power to oversee the performance, deployment, and evaluation of teachers would be termed true supervisors and under the Hayford-Sinicropi system would be excluded from bargaining also.

3. IS THE PRINCIPAL A TEACHER? If the principal does not teach, manage, or supervise, then he or she may

bargain in a separate bargaining group.

Such a set of criteria may be useful in distinguishing "managers" from "supervisors" and "supervisors" from "teachers". But how would one "supervisor" be differentiated from another "supervisor"?

In short, we believe that such a scheme of functionally distinguishing among principals-- many of whom do a little bit of all of the things above-- is too [illegible] for fine distinctions to satisfy the criterion of simplicity, implied by the Hayford and Sinicropi concern over the diversity of state laws on the subject.

Cooper makes another argument for supervisory collective bargaining as a national policy (12). This argument rests on four propositions:

1. It would be disruptive to overturn state-supported supervisory bargaining in the public sector. The Sinicropi-Hayford position rests on the notion that the diverse and changing "patchquilt" of state laws, attorneys general opinions, and court rulings that govern public sector labor relations is confusing and disruptive to the on-going progress of labor relations in the United States. But a single law at the federal level which overturned and denied the right to supervisors who are already negotiating could be even more disruptive.

This book has shown the extent to which school administrator-supervisory unionization is already a developed system in many states. If similar studies were added in the uniform services, state government, municipal and county government, public hospitals, prisons, regional transportation, and so on, the extent of supervisory unionization in 28 states plus the District of Columbia would lay the foundation for a strong case for permitting supervisors to bargaining in a future federal statute.

Hence, perhaps the appropriate task for Congress is to regularize and extend the enabling process already underway in a majority of states, rather than, as Hayford and Sinicropi argue, to overturn these state laws altogether.

2. A workable universal definition of "supervisors" in the public sector is emerging, making bargaining possible.

While a social scientist looking at the 50 state public employment relations laws and policies might become confused, policy makers and implementers within states seem to be working out the ambiguities in the statutes and making the role of supervisors clear and workable. In chapter three, we show how even the vaguest law, such as the one in California, can be interpreted to allow or disallow bargaining by certain categories of personnel. While some participants may disagree with the way that the law has been interpreted, whatever the individual preferences, participants accept those interpretation as guides for behavior and as the foundations of a complex system of labor relations.

In New York, the criteria for supervisors (who may bargain) have been set and applied for many years. And the state has a well developed system for making difficult distinctions on a regular basis. For example, supervisors who make and implement districtwide policies are "managerial" and may not engage in collective bargaining. In Binghamton, New York, for example, PERB applied this definition to six central office supervisors whose rights to bargain in the principals' union was contested by the school board. PERB ruled that four of the directors (for elementary, secondary, adult, and special education and federal programs) did indeed make policy for the system and that these administrators could not bargain as managers. The sixth supervisor (the attendance officer) was found to carry out policy, not make it, and was termed "supervisory" and allowed to join the middle administrators bargaining group.

These and other systems of standards, then, have been created and applied under collective bargaining laws in 28 states. These working definitions apparently allow the labor relations process to function without great difficulty.

Superintendents can rely upon their managerial associates (the so-called "cabinet" of top officials and others), while freeing the middle levels who are not really managers to pursue collective action should they choose. Again, the Binghamton case is informative. PERB decided that the five Directors were direct extensions of the superintendent's authority; the attendance director had much less responsibility and discretion and could be separated from his fellows.

Thus, the managerial function is not necessarily impaired by the movement of supervisors (as opposed to "managers") into collective bargaining. PERB explained:

> The evidence in the record indicates that in the instant case, each Director has a major responsibility for a different aspect of the educational program of the District. Each in his sphere of responsibility selects among options and determines the direction that the District takes in fulfillment of its mission. Each in his sphere of responsibility is a consultant to the Superintendent and the Superintendent and the Superintendent relies heavily upon his advice and counsel. The administrative structure of the District is designed so that it is inherent in the five positions that the Superintendent should rely upon the incumbents and the record makes in clear that the recommendations of the five Directors are usually adopted. (13)

Here is an example of a functional definition of school supervisor being applied to determine who can and who cannot bargain collectively. It seems obvious that the New York Public Employment Relations Board has investigated the actual job of Director--its relationship to the superintendent, its scope of authority, and its level of managerial power--and has created categories of personnel in Binghamton.

This process does not lend credence to the contention that states cannot differentiate supervisors from those who manage for purposes of unionization. Criteria have been layed down and applied. And if New York and other states can make such definitions work, it is probable that a National-PERB under a National Public Employment Relations Law could effectively protect the rights of both managers and public supervisors in the future.

3. Organized labor now has an interest in supporting the rights of supervisors to unionize.

For the first time, public sector supervisors are affiliating in large numbers with the AFL-CIO and Teamsters. Such relationships will likely mean that any bill introduced into Congress will have provisions for supervisory collective bargaining as a protected right. As the previous point spoke to the technical feasibility of including supervisors, this point speaks to the increased political feasibility supervisory collective bargaining.

The major school administrator-union link is through the American Federation of School Administrators (AFSA), which is one of the newest national union (1976) of the AFL-CIO. AFSA began in New York City with the Council of Supervisory Associations, later renamed the Council of

Supervisors and Administrators.

In 1970, CSA sought a direct membership in the AFL-CIO as a single affiliation; President George Meany refused, stating that CSA could only come into the national union along with other administrator associations. To test the water, then-President of CSA Walter Degnan contacted the leaders of the large city school administrator associations and formed a loose national group called the National Council of Urban School Administrators and Supervisors (called eN-CUSAS).

NCUSAS held a series of meetings at Kennedy Airport in New York City; Tulsa, Oklahoma; Phoenix, Arizona; and San Francisco to discuss mutual problems and to press for the formation of a national administrators union. The agenda of the first meeting on April 24-26, 1970 at Kennedy Airport posed the problem (from the agenda):

> What would a National Union mean to supervisors? (Max Frankle, labor attorney).
>
> a. What are the possibilities of obtaining a national charter from AFL-CIO?
>
> b. What is needed in local effort?
>
> c. What effect will a national supervisors' union have on local supervisors?
>
> d. What kinds of support will a national union expect from local groups? (14)

In attendance were eleven urban administrator groups: (1) Boston, (2) Buffalo, (3) Baltimore, (4) Cleveland, (5) Chicago, (6) Detroit, (7) Philadelphia, (8) Los Angeles, (9) New York, (10) San Francisco, and (11) Washington, D.C.

The purpose of NCUSAS was to pave the way for unionization and eventual affiliation with the AFL-CIO. But of the original eleven cities represented, three and later a few others that joined NCUSAS (like Milwaukee) were not interested in the union linkage. NCUSAS became, then, a device for AFL-CIO recruitment, which came to bother Philadelphia because it pictured itself as part of management; Los Angeles because it had no right to bargain and was highly internally divided; and Cleveland which was part of the state of Ohio's elementary and secondary principals association.

In 1973, George Meany had witnessed the interest among urban school administrators and created the School Administrators and Supervisors Organizing Committee (SASOC) and immediately enlisted most of the members of NCUSAS: New York City became Local 1, Chicago, Local 2, San Francisco (Local 3), Washington, D.C. (Local 4), and so on. Walter Degnan moved from being President of Local 1, the Council of Supervisors and Administrators, to the President of SASOC which had its national offices in New York City.

On July 8, 1976, the AFL-CIO chartered the American Federation of School Administrators (AFSA) and school supervisors took their place in the Public Employment Department of the AFL-CIO alongside the teachers, state, county, and municipal employees, fire fighters, police and public service employees.

AFSA has grown to seventy locals in both cities and smaller communities; like other unions, its provides bargaining assistance, legal services, lobbying, and general member welfare.

Such a development increases the likelihood that if the labor movement presses for a National Public Employment will most surely be protected in the law, much as they have been granted representation in 21 state PERL's.

Other changes, though less important, also point toward a future in which supervisors may bargain under a national law. Besides school supervisory affiliation with the AFL-CIO, they have also joined such other unions such as the Teamsters International. The existence of a small unit in San Francisco prior to the passage of the Rodda bill, and three units in the Minneapolis-St. Paul area are testimony to the assistance that school administrators gain from affiliation with national unions.

Recently, too, the National Association of Elementary School Principals and the National Association of Secondary School Principals have gone on record supporting collective bargaining for principals and have established national commissions to support local groups which seek to bargain. Though NAESP and NASSP tend to be quite conservative, they still see the press for negotiations among their members in many states.

Both Teamsters and NAESP/NASSP would likely support a supervisors representation clause in a NPERL, should one reach a serious stage of consideration in the Congress. Perhaps, when a Democratic administration recaptures the White House, the labor movement will press for a law to extend the right to bargain into the 29 states which currently have no such legislation. If and when that time comes, a coalition of educational and labor groups will probably seek to protect the rights of their supervisor colleagues to bargain.

We say "probably" because even within the "house of labor" there are conflicts. During the 1977 teachers strike in Chicago, the administrators were slow to support the walkout. In retaliation, the Chicago Teachers Union, supported by AFT locals in Rhode Island, introduced a resolution at the American Federation of Teachers Convention to expell the principal union from the AFL-CIO. The arguments presented in the Resolution in 1977 were as follows:

1. WHEREAS historically site administrators have represented management's point of view with teachers . . .

2. WHEREAS management personnel were developed to carry out and present managerial objectives, goals, regulations, policies, and directives to teachers . . .

3. WHEREAS there are basic and fundamental conflicts between management and labor personnel,

4. WHEREAS APL-CIO organized teachers unions are experiencing conflict with AFL-CIO organized school administrators unions regarding all aspects of teachers negotiations, and administrators engage in strike breaking,

5. WHEREAS the policy of AFSA [principals union national] is for administrators to report for work during a teachers strike called when teachers were forced to work without a contract,

6. And, WHEREAS administrators unions:
 a. Subvert collective bargaining achievements,

 b. Subvert relations between teachers and the labor movement

 c. Cast teachers in an anti-union role [as witnessed by this resolution against a fellow union],

7. BE IT RESOLVED that the American Federation of Teachers take whatever steps necessary to vacate the AFL-CIO charter of the American Federation of School Administrators. (15)

Albert Shanker, President of AFT, heard the resolution and referred it to committee; no action was taken. Furthermore, AFL-CIO does not revoke charters as the request of other unions.

But the situation is interesting for other reasons. It illustrates that even within the labor movement, where principals seek collective rights and political clout of unionists, there is no peace.

Despite these internecine battles within labor, there seems to be recognition of the needs and rights of public supervisors to unionize. The power of the major labor organizations may turn out to be a prominent force in getting federal legislation passed, laws protecting the right of public supervisors to bargain.

It should, however, be remembered -- as the California and Florida experiences indicate-- that the bargaining rights of school administrators are not major concerns to either legislators or to people in the labor movement. In that context, labor will most likely support the right of supervisors to bargain insofar as they are also able to achieve their more important goals while maintaining that position. They will, however, not sacrifice the interets of rank-and-file unions-- the bulk of the labor movement-- in order to have a chance to organize the numerically small and suspect ranks of supervisors.

## Continued State Action

We believe that the most likely future for school administrators and supervisors lies in a continuation of the status quo: a state-by-state approach to the regulation of public employment. Some states have granted supervisors bargaining protection and will continue to do so; others which currently allow such negotiations may retreat (as the Florida legislature and PERC did in 1977). New states may enter the bargaining arena, including some in the South and Midwest which have traditionally frowned on unionization of all kinds, preferring instead a mix of "professional" and highly paternalistic relationships between those who manage and those who work.

At present, several states seem close to passing PERL's. One candidate is Ohio, where a Democratic governor has just been elected with strong labor backing. But the pace of public sector unionization has slowed and a difficult process of lobbying and organizing in less friendly states has begun. Within states already bargaining, there is little indication of reversals; similarly, in states without bargaining at all or restricted bargaining for supervisors, little dramatic change is likely.

## Rationale

We have examined the in-principle arguments for and against the unionization of supervisors, and have looked briefly at the technical and political feasibility of various plans. We now turn to the precedents that have been established in this area which may guide the federal decision to shape this area or leave it to the states.

Some argue that public employment relations is a state and local matter, to be dealt with by state legislature and courts, not by the U.S. government. Some credence was given to this approach by the decision of the U.S. Supreme Court, National League of Cities v. Usery, Secretary of Labor (No. 74-878, June 24, 1976).

The case dealt with an attempt by Congress to extend the Fair Labor Standards Act in 1974 to include not only private employees but public sector workers as well. In particular, the Act wanted to provide "minimum wage and maximum hour provisions to almost all employees of States and their political subdivisions." Cities and states, not wishing to be held to national pay and hour standards, argued successfully that the federal government had no legitimate role in controlling the employee-employer structure:

> 1. Insofar as the 1974 amendments displace the State's ability to structure employer-employee relationships in areas of traditional governmental functions, they are not within the authority granted Congress by the Commerce Clause. . . . This exercise of congressional authority does not comport with the federal system of government embodied in the Constitution.
>
> 2. Congress may not exercise its power to regulate commerce so as to force directly upon the States its choices as to how essential decisions regarding the conduct of integral governmental functions are to be made. (16)

The League of Cities case might provide a precedent for declaring a federal public employment law regulating state and local employees unconstitutional. Robert H. Chanin, General Council for the National Education Association, disagrees and has argued pursuasively that the case does not forbid federal involvement in local/state employment relations, as follows:

> [The case] holds that the power of the state to regulate the employer-employee relationship in areas of traditional governmental operations is an attribute of state sovereignty, but it does not hold that every congressional enactment which intrudes into a the protected area is per se unconstitutional. The court adopts a balancing test, pursuant to which the degree of intrusion must be weighed against the countervailing federal interest. (17)

Whichever way this controversy turns out, the policy now, until challenged, is that the U.S. government must be very cautious in attempting to impose regulation of labor relations upon the jurisdiction of the state, if it regulates labor relations at all.

Hence, the major arena for setting public employment policies will likely continue to be the state legislature, courts, and employment relations board, where they exist.

Lobbyists for th NPERA confront a dilemma in pressing for the act. A new act, as we indicated, could leave many supervisory public employees worse off. A real possibility is the enactment of a that excludes supervisors. One national leader in the school supervisors' union explained that he would rather have no federal law than to see one enacted that did harm to his efforts to organize principals. Hence, there may be more to lose than to gain from pressing federal legislation.

## Passing State Laws

Some studies have been made of the conditions which states to enact Public Employment Relations Laws. Though no one can predict with great accuracy when a state (or which state) will pass a PERL, much less whether that law will permit school supervisors to unionize, some effort has been made to correlate certain state and regional characteristics with the level of public sector bargaining activity (see Kochan). Others have attempted to predict which workers will seek union membership. Despite the imprecision of predictions that can be made about state behaviors, the fact remains that it is in state arenas that the fate of educational supervisors is most likely to be decided. For that reason we will briefly examine the things that are most likely to be important in shaping state action.

A number of state-related variables seem important to watch in the near future:

1. The Power of Labor: It seems clear that supervisory unionization is swept into local communities by the rise in general public sector labor actions and by particular teacher militancy. In fact, we have not found a single case in the entire nation in which school supervisors engaged in collective bargaining without local teachers leading the way. Thus, teacher collective bargaining is a necessary, though not totally sufficient, precondition for principal unionization. We expect this trend to continue.

What are the expectations for increased local, state, and national labor influence in the years to come? The picture is not promising. The large manufacturing fields, have suffered setbacks, making unionization more difficult. With educational staff being cut almost universally (or being contracted by attrition), the chance of greatly expanded union or organization is also restricted. Unless educational unions, both supervisory and teaching, can expand into non-teaching/non-educational areas, then the growth of the size of the supervisory union movement will slow. Already, we see AFSA working to form locals of supervisors who are not school administrators: groups like cafeteria supervisors.

2. Supportive State Laws: We have already discussed the role of state legislation at length. If states pass new bargaining laws, then the chance that supervisors will be permitted to seek bargaining representation is high; in the past only five out of 26 states that passed bargaining statutes specifically excluded supervisors from the purview of the law. Even in the absence of such legislation, most local community board of education can volunteer to negotiate with principals, a situation common only in communities with well-developed unions. The best example is Ohio, which has the largest number of extra-legally recognized supervisory units, due in part to the strong labor tradition and large number of urban school districts.

3. Local Management Practices: Finally, we cannot totally

dismiss the impact of school managerial practices on the perceived need among supervisors to unionize. In large cities, unionization appears inevitable. Superintendents and principals cannot easily share the same outlooks and engage in true joint decisionmaking. Adversarialism seems to appear whenever large groups have different needs and cannot be easily integrated into the managerial system.

In smaller districts, the picture is not quite so clear. In states with prevalent unionization, such as New York, New Jersey, and Connecticut, virtually all school administrators and supervisors bargain, regardless of local conditions, size of district, or management practices. It seems that collective bargaining in these locations has become an established mode of operation. In other states, principals appear to be "driven into bargaining" by outlandish demands and unsympathetic bosses.

A case in point: in a tiny school district (four principals) in suburban Detroit, the superintendent called his middle administrators into his office in May and announced that they were all fired. When asked why, he explained that he wanted the freedom to hire back only those principals whom he wanted. They were "all on notice!" When the shock had worn off, the administrators called the Michigan Labor Relations Board and learned that they had the right to form a collective bargaining unit and to file an unfair labor practice, given their contracts with the board.

Not only did the group unionize, but they contacted Martin Kalish, President of the Organization of School Administrators and Supervisors in Detroit and Vice President of the AFL-CIO's School Administrators and Supervisors Organizing Committee, who steered them into affiliation with AFL-CIO. What is a group of four suburban school principals doing in the AFL-CIO? Local management abuse can catalyze a group of professionals and make militant unionists of them in a hurry.

Similarly, in Minneapolis, as we reported earlier, when the school board and superintendent offer no raise for three years, while the teachers walk away with 27 percent during the same time period, all the best managerial intentions vanish and some basic survival instinct stimulates a labor movement mentality.

It seems obvious that many principals do not yet see themselves as unionists. Many do. One of the critical determinants of this attitude appears to be treatment on the job. While principals may be senior executives in their schools, they find themselves playing junior member in dealing with the central office. If that relationship (principal to superintendent) breaks down, strong collective action may insue.

## The Future of the Principalship

As long as American schools are organized the way they are, with large systems including separate school sites, the principalship will remain. These administrators find themselves physically separated from their superiors yet mentally attached to decisions and attitudes from "downtown." Being site executives and bureaucratic subordinates --simultaneously--creates a kind of tension that may never be resolved (18).

What has changed over the years is not the condition but the solution to ease the dilemmas. For years, principals ruled their buildings with close to absolute authority over teachers, children, programs, and standards. Since the sixties, the world has ganged up on the principal: teachers have unionized with a vengeance, student attitudes toward schools have changed, and the general community has become skeptical of the ability of the principals and their schools to deliver on promises of education and economic improvement.

For many principals, the answer has become unionism--an overtly political, clearly formalistic approach to the use of collective bargaining, grievance procedures, contractual controls, and even the strike. For others, the modes has been to work within the traditional management system. Where the conditions are right, the superintendent understanding and supportive and available, the need to engage in unionization have been minimal and conflict somewhat lower. Yet even here, under the calm surface of organizational behavior, lie deep divisions, tensions, and conflict. Some of this fighting is normal and to be expected. Collective bargaining cannot eliminate it, now or in the future. Instead, negotiations, grievance procedures, join contract implementation--all the joint acts of bilateral governance--prove a legitimate, convenient mechanism for managing internacine differences.

## Limitation of Collective Bargaining

Collective bargaining and other union activities cannot now or ever solve many of the problems of being a school administrator or supervisor. These problems in some way fall outside the domain of those things attainable through bargaining.

That is, much of the daily pressure and activities which confront school principals on the job--such as dealing with staff and students, controlling the schedule, use of materials and physical plant, setting and carrying out goals and plans--cannot be controlled or changed by unionization. After the union has done all it can, supervisors are still very much on their own. Furthermore, much of what makes a job exciting and worthwhile (the "motivators", to use Frederick Herzberg's term) fall outside the power of collective bargaining to correct. These vital on-job "satisfiers" include a sense of achievement, recognition for having done a good job by bosses and others in the school, the tone and excitement of the work itself, the responsibility of the job, and the sense of advancement within the system.

As one can see at a glance, unions rarely address such issues; instead, we argue, collective bargaining and other union-like activities primarily focus on what Herzberg has called the "hygiene" factors, such as salaries, status, relations with top managers, technical aspects of being evaluated as a principal, working conditions, and job security (the "dissatisfiers") (19). Figure 1 shows the two dimensions of berg's view of motivation; we have added the union/non-union dimension, since we have found that unions handle the dissatisfiers while principals are still very dependent on the superintendent

Figure 1--Unionism and On-Job Dimensions

**"Satisfiers"**

(Non-Union Areas)

- Achievement
- Recognition
- Work itself

- Responsibility
- Advancement

**"Dissatisfiers"**

(Primary Concern of Unions)

- Salary
- Interpersonal Relations

- Status
- Supervision

- Policy and Administration
- Working conditions

- Job Security
- Benefits

(continued)

| MOTIVATION | HYGIENE |
|---|---|
| Satisfiers lead to increased performance, as they focus on areas of professional growth. This potential for satisfaction. motivation is high in most people. | Dissatisfiers lead to decreased performance. If provided for, these factors satisfy our basic maintenance needs but do not lead to great on-job |

In the future, as in the past, school administrators and supervisors may look to the union or other organizations to handle some or much of the basic "hygiene" concerns like pay, status, relations with supervisors, benefits, while they must continue to look to their bosses, the job, and the immediate school environment to provide the more important psychic rewards, the "motivation factors." In effect, the unionization of school administrators can look after their basic survival needs; the traditional concerns of professional fulfillment and development must continue to come from key on-the-job relations. Unions cannot take the place of on-site achievement and accomplishments, nor do they really try.

The future for principals and other supervisors remains a difficult and ambivalent one. Unionization may continue to be one adaptive device for handling aspects of these dilemmas. Or, as happened to shop foremen, school supervisors may lose the right to bargain, which will only add to their problems. At least with the right to bargain, administrators can count on the union to handle the "dissatisfiers", leaving the principal free to devote energy and time to satisfying his or her needs to achieve and advance. This burden is quite enough, given the complex school environment and conflicting demands from faculty, students, superintendents, and parents; to add the double worry of having to fight for salaries, benefits, protection from capricious transfers and lay-offs would be almost too much for those school leaders who must survive "life in the middle."

[1] Stephen L. Hayford and Anthony V. Sinicropi, COLLECTIVE BARGAINING AND THE PUBLIC SECTOR SUPERVISOR (Chicago: International Personnel Management Association, 1976), p. 11; all federal employees and supervisors come under Executive Order 11491 and and 11838 except postal employees. But supervisors in the Postal Service are excluded from bargaining rights by Section 1004 of the Postal Reorganization Act. Instead, postal supervisors (the National Association of Postal Supervisors) are granted a consultative role in determining their own wages and working conditions--a situation not unlike the "meet and confer" approach seen in some public school districts.

[2] Hearings before the Subcommittee on Labor-Management Relations of the Committee on Education and Labor, House of Representatives (94th Congress, 1st Session), H.R. 77 (November, 6, 2, 1975), p. 1.

[3] See Stephen L. Hayford and Anthony V. Sinicropi, "The Bargaining Rights Status of Public Sector Supervisors," INDUSTRIAL RELATIONS (March 1971), p. 3.

[4] Ibid., p. 46.

[5] See Bruce S. Cooper, "Federal Actions and Bargaining for Public Supervisors: Basis for an Argument," PUBLIC PERSONNEL MANAGEMENT (September-October 1977), pp. 341-352.

[6] Hayford and Sinicropi, COLLECTIVE BARGAINING AND THE PUBLIC SECTOR SUPERVISOR, p. 33.

[7] Ibid., p. 35.

[8] Ibid., p. 36.

[9] See the Hearings before the Special Subcommittee on Labor of the Committee on Education and Labor, House of Representatives (93rd Congress), on H.R. 8677 and H.R. 9730 (Washington: U.S. Government Printing Office, 1974); note the testimony of Rep. Bill Clay (Dem.-Mo.) and Ralph J. Flynn, head of the Coalition of American Public Employees, pp. 16-17 and pp. 22-157.

[10] Ibid., p. 17.

[11] Hayford and Sinicropi, COLLECTIVE BARGAINING AND THE PUBLIC SECTOR SUPERVISOR, p. 2. See also, "Cities Reminded to Cherish Management," LMRS NEWSLETTER (October 1974), p. 3.

[12] Cooper, op. cit., p. 341.

[13] In the Matter of City School District of the City of Binghamton, 5 PERB 0273 (1975)

[14] Minutes of the Meeting of the National Council of Urban School Administrators and Supervisors, Kennedy Airport, NYC, April 24-26, 1970, p. 3.

[15] Resolution before the American Federation of Teachers, AFL-CIO, at the 1977 National Conference, Presented by the Chicago Federation of Teachers, Local #1, AFT, AFL-CIO. Passed.

[16] National League of Cities v. Usery, Secretary of Labor (U.S., 74-878, June 24, 1976)

[17] Robert H. Channin, "Can a Federal Collective Bargaining Statute for Public Employees Meet the Requirements of National League

of Cities v. Usery?: A Union Perspective," JOURNAL OF LAW AND EDUCATION, Vol. 6, No. 4 (October 1977), p. 508.

[18] This concept was clearly stated by Dan Lortie at a presentation at the University of Oregon, ERIC Center for Educational Management, Eugene, Oregon, July 9, 1982.

[19] Frederick Herzberg, and others, THE MOTIVATION TO WORK (New York: Wiley, 1959); Frederick Herzberg, JOB ATTITUDES: A REVIEW OF RESEARCH AND OPINION (Pittsburgh: Psychological Services of Pittsburgh, 1957); Frederick Herzberg, WORK AND THE NATURE OF MAN (New York: World, 1966).